No. _____

In The

Supreme Court of the United States

MAURICE RIND,

Petitioner,

vs.

TRANSWORLD SYSTEMS,

Respondents.

On Petition For Writ Of Certiorari To The Supreme Court Of Nevada

PETITION FOR A WRIT OF CERTIORARI

MAURICE RIND
1000 North Green Valley Parkway # 440-422
Henderson, NV 89074
Telephone: (702) 493-0468

Attorney: Pro Se

QUESTIONS PRESENTED

(1) Has the Supreme Court of Nevada ratified the lower courts rulings that denied the Petitioner his right of Due Process by violating the Fifth and Fourteenth Amendments of the United States Constitution that a Defendant is entitled to know the true identity of the party of interest before a judgment is rendered?

(2) Has the Supreme Court of Nevada ratified the lower courts rulings that a foreign attorney's actions and standing are accepted by the court when the court made their decision on the true party of interest in the case before a judgment was rendered, but the attorney purporting to represent the Plaintiffs had not been retained, hired, desired nor did they have any knowledge about the attorney that was representing them and expressly stated this fact to the court, these actions thus violating the Defendant's constitutional rights?

(3) Has the Supreme Court of Nevada ratified the lower courts ruling in striking of a satisfaction of judgment entered by the true party of interest and then replace them with two new Plaintiffs who are clearly precluded from being involved in the case by a Mutual Settlement Agreement, after the case was on appeal in the Nevada Supreme Court, contrary to all other case law in the United States?

PARTIES TO THE PROCEEDING

TRANSWORLD SYSTEMS, INC. d/b/a CREDIT MANAGEMENT SERVICES, As assignee of JOM ENTERPRISES, INC. a corporation and KERRY CONTRACTOR, Respondent in the Instant Petition, and Plaintiff in Consolidated Case No. 98-A-384255-C, *Transworld v. Rind*, and Defendant in Consolidated Case No. 02-A-456868-C, *Rind v. O'Meara*;

JOM ENTERPRISES, INC., a corporation owned by O'Meara, and Defendant in Consolidated Case No. 97-A-371447-C, *Rind v. JOM Enterprises, Inc.*, Plaintiff in Consolidated Case No. 98-A-384255-C, *Transworld v. Rind*, and Defendant in Consolidated Case No. 02-A-456868-C, *Rind v. O'Meara*;

KERRY CONTRACTOR, a corporation owned by Patricia O'Meara, and Plaintiff in Consolidated Case No. 98-A-384255-C, *Transworld v. Rind*, and Defendant in Consolidated Case No. 02-A-456868-C, *Rind v. O'Meara*;

JOHN O'MEARA, AN INDIVIDUAL, and Defendant in Consolidated Case No. 02-A-456868-C, *Rind v. O'Meara*;

ERIC DOBBERSTEIN & ASSOCIATES, A LAW FIRM, owned by the Attorney for John O'Meara, Kerry Contractor, and JOM Enterprises, and Defendant in Consolidated Case No. 03-A-469187-C, *Rind v. Dobberstein*;

ERIC DOBBERSTEIN, ESQ., Attorney for John and Agnes P. O'Meara, Kerry Contractor, and JOM Enterprises, and Defendant in Consolidated Case No. 03-A-469187-C, *Rind v. Dobberstein*;

PARTIES TO THE PROCEEDING – Continued

MAURICE RIND, AN INDIVIDUAL, Petitioner herein and Plaintiff in Consolidated Case No. 97-A-371447-C, *Rind v. JOM Enterprises, Inc.*, Defendant in Consolidated Case No. 98-A-384255-C, *Transworld v. Rind*, Plaintiff in Consolidated Case No. 02-A-456868-C, *Rind v. O'Meara*, and Plaintiff in Consolidated Case No. 03-A-469187-C, *Rind v. Dobberstein*.

TABLE OF CONTENTS

	Page
QUESTIONS PRESENTED	i
PARTIES TO THE PROCEEDING	ii
TABLE OF CONTENTS	iv
TABLE OF AUTHORITIES	v
OPINIONS BELOW	1
JURISDICTION	1
CONSTITUTIONAL PROVISIONS, STATUTES AND REGULATIONS AT ISSUE	2
STATEMENT OF THE CASE	3
District Court Proceedings	12
Appellate Court Proceedings	16
REASONS WHY CERTIORARI SHOULD BE GRANTED	17
SUMMARY OF ARGUMENT	26
CONCLUSION	29

TABLE OF AUTHORITIES

Page

CASES

UNITED STATES SUPREME COURT

Brady v. Maryland, 373 U.S. 83 (1963) 18

Solesbee v. Balkcom, 339 U.S. 9 (1950) 18

STATE CASES

Denton v. Noyes, 5 Am. Dec. 237 (1810) 20

Deros v. Stern, 87 Nev. 148, 483 P.2d 648 (1971) 19, 21

Dutt v. Warren, 94 Nev. 685, 585 P.2d 1344 (1978) 21

Emerson v. McWhirter, 128 Cal. 268, 60 Pac. 774 (1900) 24

Gardner v. Associated Contractors, 72 Nev. 1, 291 P.2d 105 (1956) 21

Harshey v. Blackmarr, 20 Iowa 161 (1866) 19, 21

Higgins v. Kay, 168 Cal. 468, 143 P. 710 (1914) 24

Hogan v. Black, 66 Cal. 41, 4 P. 943 (1884) 23, 24

Molino v. Asher, 96 Nev. 814, 618 P.2d 878 (1980) 26

Mooney v. Holahan, 294 U.S. 103 (1935) 18

Peck v. Dodds, 10 Nev. 204 (1874) 22, 23

Rahn v. Searchlight Mercantile Co., 56 Nev. 289, 49 P.2d 353 (1935) 19, 21

Stanton-Thompson Co. v. Crane, 24 Nev. 171, 51 P. 116 (1897) 21

Trech v. Strong, 4 Nev. 87 (1968) 28

TABLE OF AUTHORITIES – Continued

Page

Villascas v. CAN Ins. Cos., 109 Nev. 1075, 864 P.2d 288 (1993) 26

Washoe County Bank v. Campbell, 41 Nev. 153, 167 P. 643 (1917) 23

CONSTITUTION OF THE UNITED STATES

Fifth Amendment to the Constitution of the United States 2, 17, 19

Sixth Amendment to the Constitution of the United States 2, 17

Fourteenth Amendment to the Constitution of the United States ..... *passim*

STATE STATUTES AND RULES

California Code of Civil Procedure §§ 368.5 23

Nevada Revised Statutes § 17.200 ..... 10, 25

Nevada Rules of Civil Procedure 25(c) 23

OTHER CITATIONS

Allen v. Stone, 10 Barb. 547 (1851) 20

Campbell v. Bristol, 19 Wend. 101 (1838) 20

Meacham v. Dudley, 6 Wend. 514 (1830) 20

Williams v. Van Valkenberg, 16 Howard Pr. 144 20

OPINIONS BELOW

Judgment in Nevada District Court, dated August 26, 2002 is reprinted in the Appendix hereto, p. 18.

Supreme Court of Nevada order of affirmance, dated October 6, 2006 is reprinted in the Appendix hereto, p. 1.

Supreme Court of Nevada decision denying the reconsideration of appeal from Petitioner (Appellant), dated November 17, 2006 is reprinted in the Appendix hereto, p. 8.

Supreme Court of Nevada with denial of the Petitioner's (Defendant/Appellant's) en banc reconsideration, dated March 1, 2007 is reprinted in the Appendix hereto, p. 25.

Final Judgment in Nevada District Court, dated April 13, 2007 is reprinted in the Appendix hereto, p. 4.

JURISDICTION

On March 25, 1997, this case originated in the Eighth Judicial District Court, Clark County, Las Vegas, Nevada, when Petitioner/Respondent brought suit against *JOM Enterprises, Inc.*, Case No. 97-A-371447-C.

The aforementioned case was soon consolidated with Case No. 98-A-384255-C, *Transworld v. Rind*.

Two additional and related cases were filed: Case No. 02-A-456868-C, *Rind v. O'Meara*, and Case No. 03-A-469187-C, *Rind v. Dobberstein*.

All of these cases were adjudicated against Petitioner, and submitted to the Nevada Supreme Court, which also ruled against Petitioner. The jurisdiction of this Court to review the Judgment of the Nevada Supreme Court is invoked under 28 U.S.C. § 1257(a).

CONSTITUTIONAL PROVISIONS, STATUTES AND REGULATIONS AT ISSUE

(1) The Fifth, Sixth and Fourteenth Amendments of the United States Constitution require that a Defendant be notified of the true identity of the party of interest before a judgment is rendered.

(2) The Fifth, Sixth and Fourteenth Amendments of the United States Constitution require that the Nevada Supreme Court reject any lower court rulings dependant upon arguments made by a foreign attorney when the client whom the foreign attorney purported to represent had not retained the foreign attorney, or even had knowledge that the foreign attorney was representing the party of interest.

(3) The Fifth, Sixth and Fourteenth Amendments to the United States Constitution do not allow a District Court Judge to strike a satisfaction of judgment filed by original Plaintiff, and substitute said original Plaintiff with two new Plaintiffs who are precluded from being involved in the case by a Mutual Settlement Agreement after the case had been adjudicated and removed to the Nevada Supreme Court for appeal.

(4) Due Process was denied to Petitioner who challenges a policy and practice that directly impacts the

rights of citizens of the United States because this case involves significant liberties issues and myriad issues of law the outcome of which affects the administration of law as applied to all citizens.

STATEMENT OF THE CASE

From 1987 to early 1997 Petitioner and John O'Meara (hereafter O'Meara) had hundreds of financial transactions between themselves and companies in which they were involved.

On March 25, 1997, Petitioner filed an action against JOM Enterprises, Inc., a company belonging to O'Meara, to enjoin the foreclosure in the amount of $60,000 filed against Petitioner's real property that guaranteed a loan to a third party with whom Petitioner and O'Meara had business involvements.

On Feb. 5, 1998, Transworld Systems (hereafter TS) filed suit in District Court as assignee of JOM Enterprises, Inc. (hereafter JOM) and Kerry Contractors, Inc. (hereafter KC, a company belonging to Mrs. O'Meara) seeking money damages on various party related checks and non-sufficient checks. Case No. 98-A-384255-C.

On Feb. 18, 1998, JOM filed suit against multiple individuals, entities and corporations seeking monetary damages but did not include the Petitioner.

On May 28, 1999, an agreement was consummated entitled a "Mutual Settlement and Release of All Claims and Agreements to Indemnify." The purpose of the Settlement Agreement was to end all lawsuits, disputes and to satisfy all collateral matters between all parties including

the issuances of checks. This Settlement Agreement included over twenty individuals, companies, the Petitioner and O'Meara. Significantly, the Settlement Agreement specifically precluded JOM and KC, and/or O'Meara from becoming involved in any manner in the TS collection case (the primary case on appeal here).

The Settlement Agreement acknowledged the fact that O'Meara had previously assigned the debt of the checks to TS and therefore claimed he had no authority to settle 98-A-384255-C. To remedy this fact, O'Meara, for valuable consideration signed on behalf of himself, JOM and KC and O'Meara promised not to "inject himself, cooperate, or in any way become involved in the prosecution of the case numbered 98-A-384255-C."[1] TS eventually abandoned the instant action after the Settlement Agreement was executed and their attorney withdrew.

On or about Oct. 5, 2001, Mr. Eric Dobberstein, Esq. (hereafter Dobberstein), made his first appearance in the Action by claiming that he represented the collection company TS, never filing a substitution of attorney in this Action. The court deconsolidated the cases that they originally consolidated based on the oral argument from Dobberstein that certain checks were resolved in the settlement agreement but that other checks were exempt from the agreement. This was all accomplished without notice and representation of Petitioner's attorney. On

[1] The amount paid consisted of $300,000 in a cashiers check to KC and listed securities worth over $200,000, and other consideration for $2,500, and $3,000 ending all collateral matters between Petitioner and John O'Meara. It should be noted that this amount represents more than twice the amount John O'Meara originally sued for in these consolidated cases.

March 26, 2002, Dobberstein reactivated the essentially dormant Action by filing a Motion for Summary Judgment on behalf of TS. Dobberstein addressed the aforementioned "Mutual Settlement and Release of All Claims and Agreements" specifically excluded the instant Action from the Settlement agreement but failed to bring to the court's attention that "John O'Meara, JOM, or KC will not inject himself, cooperate, or in any way become involved in the prosecution" of the instant action.

On or about April 22, 2002, Dobberstein filed a Reply to Petitioner's Opposition to Plaintiff's Motion for Summary Judgment, allegedly on behalf of TS.

On or about May 22, 2002, Dobberstein filed a Reply to Petitioner's Supplementary Opposition to Motion for Summary Judgment, allegedly on behalf of TS. In his Supplementary Opposition, Dobberstein admitted that the aforementioned "Mutual Settlement and Release of All Claims and Agreements to Indemnify" prohibited O'Meara from injecting himself, cooperating, or in any other way becoming involved in the instant Action. Incredibly, Dobberstein attempted to skate around that provision by claiming and misrepresenting to the court that it was O'Meara's wife that was pursuing the claims through TS and not O'Meara. Dobberstein later admitted it was O'Meara who retained his service and not Mrs. O'Meara as claimed here.

On July 17, 2002, in a Deposition, O'Meara admitted that he had hired Dobberstein and that a TS employee Greg McElroy a friend of his had authorized him to do so. Upon instruction of Dobberstein, O'Meara refused to answer any questions regarding the terms of Dobberstein's alleged representation of TS because Dobberstein insisted

that he had attorney/client privilege with TS, further advancing the lie that he had been retained by TS.

At the time, Petitioner labored under the belief that TS had retained Dobberstein to pursue the Action. This reliance was based upon representations that someone at TS in addition to Mr. McElroy authorized Dobberstein's pursuit of this Action on behalf of TS. It wasn't until much later that Petitioner was informed by TS that McElroy provided services to TS as a contract employee for only three months and had been dismissed in 1997.

On Aug. 8, 2002, the District Court entered an Order wherein the Court rejected Petitioner's claim that TS did not have the right to sue on the claims, and the District Court specifically found that TS was the Plaintiff in the Action.

On Aug. 26, 2002, the District Court entered judgment in the Action awarding $61,608 to "Plaintiff." No clarification was made as to which Plaintiff was to benefit from the Court's Order. This judgment was entered despite the fact that there were triable issues of genuine material facts, evidence and witnesses.

On or about Sept. 9, 2002, Dobberstein caused a Writ of Execution that obtained funds from petitioners accounts, never notifying or forwarding said funds to TS.

On Sept. 26, 2002, Petitioner, by and through his attorney filed a Complaint against O'Meara, TS, JOM, and KC. On Sept. 27, 2002, Petitioner filed a Notice of Appeal in 98-A-384255-C to the Nevada Supreme court.

On Nov. 5, 2002, Kevin Goodman, Vice President and General Counsel of TS, informed counsel of Petitioner that TS had not authorized continuation of the Action, nor did

TS affirmatively authorize any party to continue said lawsuit.

On Nov. 6, 2002, a hearing was held in District Court wherein Dobberstein introduced himself as "Eric Dobberstein on behalf of Plaintiff, TS." Counsel for Petitioner objected to this statement and informed the District Court that officials at TS had contacted Petitioner's counsel and that they had not authorized anyone to pursue the instant Action. The District Court then admonished Petitioner's counsel for communicating with TS, inasmuch as TS was represented by Dobberstein. The District Court responded by stating that Petitioner's objection "may very well be . . . correct, but [the Court] is in no position right now to make that determination, and that [Petitioner] may very well have some point to make in the proper place about that issue." Despite subsequent, repeated attempts by Petitioner to raise the issue the District Court consistently refused to entertain evidence that Dobberstein did not actually represent TS.

Later in the same hearing, Dobberstein attempted to make the case that there were two Plaintiffs in the Action, TS as an assignee of JOM, and KC as a separate Plaintiff. The District Court then opined that Dobberstein was incorrect. The Court then said, "You are counsel for TS, right?" Dobberstein's rather equivocal answer was that TS was a large corporation, and that it was conducting an investigation to determine whether or not Dobberstein actually represented TS.

On or about Dec. 3, 2002 a Nevada Rules of Appellate Procedure 16 Settlement Conference was held before Nevada Supreme Court Settlement Judge Kathleen Paustain wherein Dobberstein introduced himself as

Counsel for TS. TS's actual legal counsel Michael Hamilton was present and vigorously objected to Dobberstein's characterization of himself as TS's counsel, pressuring him for proof of employment – the name of the person at TS who hired him, etc. Nevertheless Dobberstein persisted that, in fact, he was TS's counsel.

On Dec. 4, 2002, Chris Schumacher as the Director of Operations for TS executed an affidavit that TS did not give Dobberstein, O'Meara, JOM, or KC authority to act on its behalf, that TS had no interest in pursuing the instant action, and that he was surprised that judgment had been entered in TS's favor and had no interest in collecting on the judgment. As an "easy" way to resolve the entire case, on Dec. 4, 2002, TS executed a Satisfaction of Judgment in favor of Petitioner, and caused same to be filed in District Court on Dec. 6, 2002.

On or about Jan. 23, 2003, Dobberstein noticed a Lis Pendens against real property owned by Petitioner.

On Jan. 31, 2003, Dobberstein filed a Motion to Strike Satisfaction of Judgment. In his Motion, Dobberstein admitted that after Blaylock withdrew as counsel for TS and that TS "did not retain new counsel . . . " Dobberstein further admitted that JOM and KC had retained Dobberstein as counsel on their behalf, and not on behalf of TS.

On Feb. 6, 2003, Dobberstein filed an Opposition to Motion for a Court Order for the Cancellation of a Notice of Lis Pendens on behalf of his clients JOM and KC.

On Feb. 18, 2003, Petitioner filed his Opposition to Plaintiff's Motion to Strike Satisfaction of Judgment and a Counter Motion for the return of the money seized by Dobberstein from Petitioner's bank accounts ostensibly on behalf of TS.

On Feb. 20, 2003, TS, the real Plaintiff, by their attorney Michael Hamilton opposed O'Meara, JOM and KC's attempt to hijack the Action by filing an Opposition to the Motion to Strike Satisfaction of judgment previously filed by the non-parties JOM and KC.

On or about Feb. 21, 2003, Dobberstein filed a Reply to Plaintiff TS's Opposition to Strike Satisfaction of Judgment wherein he admitted that JOM and KC's "representative" was O'Meara. At this time, Dobberstein further admitted that he was retained by JOM and KC, and not by TS.

At a hearing on Feb. 24, 2003, Dobberstein introduced himself to the Court as "Eric Dobberstein on behalf of JOM and KC." At the same hearing, Michael Hamilton, attorney for TS, summed the entire case up nicely when he said, "The Court has been mislead in this case from the beginning. You correctly hit on it, there is one Plaintiff in this case, and it is TS. We're the Plaintiffs in this case. We never authorized anybody on behalf of TS to get a judgment and he [Dobberstein] got a judgment on behalf of a client he never represented."

On March 5, 2003, the District Court entered a Decision and Order wherein the District Court declared that it required further development of the law regarding its right to Strike the Satisfaction of Judgment.

On or about March 20, 2003, Dobberstein filed a Supplemental Brief on behalf of his client's JOM and KC as directed by the District Court. Mr. Hamilton, filed a supplemental brief on behalf of the real Plaintiff in the case TS and reiterated the fact that Dobberstein had misrepresented to the Court when he claimed to have represented TS.

On March 21, 2003, Petitioner filed his supplemental brief and once again made the claim that Dobberstein had never represented TS and had misled the District Court.

On March 31, 2003, the District Court, taking all three Supplemental Briefs into account, rendered its decision. The Court opined that it was "unfortunate" that the issue of the relationship between the Plaintiffs had never been clarified. The Court further noticed that Petitioner had never objected to Dobberstein's representation of the "Plaintiff" until Dobberstein submitted his Motion to Strike Satisfaction of Judgment. The Court noticed that counsel for Petitioner used the word "Plaintiffs" rather than "Plaintiff," thereby apparently acknowledging that JOM and KC had previously substituted in as Plaintiffs in the Action. The Court then went on to detail a rather tortured examination of who it thought Petitioner thought the actual Plaintiffs might have been in the Action. The Court then found that Petitioner's attempt to deal with TS "separately and behind Dobberstein's back" was "clever." The Court further found that Petitioner knew that Dobberstein was the attorney of record for the Plaintiff or Plaintiffs, and that Michael Hamilton (TS's true attorney) was not TS's attorney of record. The District Court then found that Nevada Revised Statutes § 17.200 required that only an "attorney of record" was authorized to satisfy a judgment, and that Dobberstein was TS's attorney of record, and not Michael Hamilton. The District Court then granted Dobberstein's Motion to Strike Satisfaction of Judgment, and denied Petitioner's motion to expunge the Lis Pendens. Incredibly, the District Court then ordered Dobberstein, "counsel for JOM and KC" to submit a proposed order. No mention was made by the Court of the real Plaintiff in the case, TS, at all.

On April 9, 2003, the Court entered an incredibly contradictory Order that the owner of the Judgment was TS as assignee of JOM and KC. Then the District Court struck the satisfaction of judgment issued by that very same owner of the judgment, and continued the Lis Pendens noticed by JOM and KC and not the owner of the judgment, TS.

On April 24, 2003, Petitioner filed a Motion for Reconsideration of the District Court's Order issued April 9, 2003. Petitioner again alleged that Dobberstein had gravely misled the District Court.

On May 9, 2003, Petitioner filed a Notice of Appeal from the District Court's Order Striking Satisfaction of Judgment and denying Petitioner's Motion for Cancellation of Lis Pendens. Case number 41411 was assigned to this appeal.

On or about May 14, 2003, Dobberstein finally filed a Substitution of Real Party in Interest in the Action executed by David W. Newton, TS's new attorney. Amazingly, this Substitution of Real Party in Interest was executed, in part, by an attorney not named in Court records as the attorney of record in the instant Action.

On May 19, 2003, Dobberstein filed an Opposition to Petitioner's Motion for Reconsideration of Order entered on April 9, 2003 on behalf of JOM and KC. ROA IV-907-914. On May 19, 2003, at a hearing in District Court, Dobberstein introduced himself to the Court as "Eric Dobberstein on behalf of TS." At said hearing the Court reiterated that it remembered awarding TS judgment in the instant Action.

On June 16, 2003, in a hearing before the Court, Dobberstein introduced himself to the Court as "Eric Dobberstein on behalf of JOM and KC." Dobberstein went on to explain, "I also have O'Meara here with me, a representative of the Plaintiff."

The consolidated cases are cases wherein Petitioner has attempted to secure redress for the wrongs committed against him, but which, based upon Dobberstein's lies and subsequent misapplication of *res judicata* relative to decisions based upon those lies were all decided.

District Court Proceedings

On March 25, 1997, Petitioner filed a Complaint against JOM in District Court Case No. 97-A-371447-C in an effort to secure an injunction to stop JOM's efforts to collect money from Petitioner relative to a Deed of Trust that Rind had executed to the benefit of JOM. On Feb. 6, 1998, TS filed a Complaint for Collection against Petitioner in District Court Case No. 98-A-384255-C. On Sept. 14, 1998, the Court ordered the cases in 97-A-371447-C and 98-A-384255-C consolidated under 98-A-384255-C. Beginning approximately June 14, 1999, and continuing until approximately Oct. 19, 2001, a series of orders vacating the trial date, and the withdrawal of Petitioner's attorneys from the now dormant case constituted the only activity in 98-A-384255-C. On or about Oct. 5, 2001, Dobberstein inserted himself into 98-A-384255-C by claiming that he represented TS. Based upon an oral motion made by Dobberstein, the Court ordered 97-A-371447-C and 98-A-384255-C deconsolidated. Dobberstein stated to the Court that 97-A-371447-C had settled but that he wanted to re-open 98-A-384255-C. On March 26,

2002, Dobberstein filed a Motion for Summary Judgment in 98-A-384255-C. This motion was purportedly filed on behalf of TS, but TS did not authorize the Motion and was not even aware that the motion had been filed. On April 15, 2002, Petitioner filed an Opposition to Dobberstein's Motion for Summary Judgment in 98-A-384255-C. On April 17, 2002, Dobberstein filed a Reply to Petitioner's Opposition in 98-A-384255-C. On or about May 24, 2002, Dobberstein filed a Reply to Petitioner's supplementary opposition in 98-A-384255-C. On June 10, 2002, Dobberstein filed an Ex-parte Application for Pre-Judgment Writ of Attachment in 98-A-384255-C. Again, Dobberstein claimed to represent TS, when he did not. On July 31, 2002, Petitioner filed a second Supplement to his Opposition to Dobberstein's Motion for Summary Judgment in 98-A-384255-C. On or about Aug. 2, 2002, Dobberstein filed a Reply to Petitioner's Second Supplemental Opposition in 98-A-384255-C. On Aug. 8, 2002, the Court rendered a written Decision in favor of TS in 98-A-384255-C. On Aug. 26, 2002, Judgment was entered in favor of TS in 98-A-384255-C. On Sept. 10, 2002, Petitioner filed a Motion to Alter or Amend Judgment in 98-A-384255-C. On Sept. 17, 2002, Petitioner filed an Errata to Motion to Alter or Amend Judgment in 98-A-384255-C. On Sept. 23, 2002, Dobberstein filed an Opposition to Defendants Motion to Alter or Amend Judgment. On Sept. 27, 2002, Petitioner filed a Notice of Appeal in 98-A-384255-C. On Sept. 26, 2002, Petitioner filed a Complaint (Case No. 02-A-456868-C) against O'Meara, JOM, KC and TS in an attempt to enforce an indemnity clause contained in the aforementioned Settlement Agreement. On Sept. 30, 2002, Dobberstein filed a Reply to Petitioner's Motion to Alter or Amend Judgment in 98-A-384255-C. On Oct. 15, 2002, the Court denied Petitioner's Motion to Alter or

Amend Judgment in 98-A-384255-C. On Oct. 21, 2002, in a written Decision, the Court addressed the appropriateness of issuing orders in 98-A-384255-C, even though it was on appeal in a Decision granting Attorney Fees to Dobberstein. On or about Nov. 20, 2002, O'Meara, JOM, KC and TS answered the Complaint in 02-A-456868-C. On Dec. 4, 2002, TS issued a Satisfaction of Judgment in favor of Petitioner in 98-A-384255-C. Petitioner filed the Satisfaction of Judgment on Dec. 6, 2002. On Dec. 13, 2002, TS was dismissed from Case No. 02-A-456868-C by stipulation entered between TS and Rind. On Jan. 23, 2003, Dobberstein issued a Notice of Lis Pendens against property owned by Petitioner. On or about Jan. 29, 2003, Dobberstein filed a Motion to Dismiss in 02-A-456868-C. On Jan. 31, 2003, Dobberstein moved to Strike the Satisfaction of Judgment filed by TS in 98-A-384255-C. On Feb. 3, 2003, Petitioner filed a Motion to Cancel a Lis Pendens in 98-A-384255-C. On Feb. 7, 2003, Dobberstein filed an opposition to Petitioner's Motion to Cancel a Lis Pendens in 98-A-384255-C. On Feb. 18, 2003, Petitioner opposed Dobberstein's Motion to Strike TS's Satisfaction of Judgment in 98-A-384255-C. On Feb. 20, 2003, TS opposed Dobberstein's Motion to Strike the Satisfaction of Judgment in 98-A-384255-C and replied to Petitioner's Opposition to Dobberstein's Motion to Strike Satisfaction of Judgment in 98-A-384255-C. On Feb. 20, 2003, Petitioner Opposed JOM, KC, and O'Meara's Motion to Dismiss in 02-A-456868-C. On Feb. 20, 2003, Dobberstein Replied to TS and Petitioner's Opposition to Dobberstein's Motion to Strike Satisfaction of Judgment in 98-A-384255-C. On or about March 7, 2003, JOM, KC and O'Meara filed an Amended Answers in 02-A-456868-C. On March 5, 2003, the Court requested that both Petitioner and TS file a supplemental brief relative to Dobberstein's Motion to

Strike Satisfaction of Judgment in 98-A-384255-C. On March 10, 2003, JOM, KC and O'Meara replied to Petitioner's Opposition to Motion to Dismiss in 02-A-456868-C. On March 19, 2003, Petitioner responded to O'Meara's Reply to Motion to Dismiss in 02-A-456868-C. On March 20, 2003, Dobberstein filed a Supplemental Brief on behalf of JOM and KC as ordered by the Court in 98-A-384255-C. On March 21, 2003, O'Meara filed a Supplemental Reply in 02-A-456868-C. On March 21, 2003, Petitioner filed a Supplemental Brief as ordered by the Court in 98-A-384255-C. ROA II-474. On March 21, 2003, TS filed a Supplemental Brief as Ordered by the Court in 98-A-384255-C. On March 31, 2003, the Court, in an oral decision, ordered TS's Satisfaction of Judgment stricken and denied Petitioner's Motion to Cancel Lis Pendens in 98-A-384255-C. On March 31, 2003, the Court rendered its written Decision in 98-A-384255-C. At this time, the Court added JOM and KC as Plaintiffs along with TS and ordered the Satisfaction of Judgment previously filed by TS stricken. On April 9, 2003, the Court entered an Order of the Judgment in 98-A-384255-C wherein the Court added JOM and KC as Plaintiffs along with TS, found that TS did not have authority to enter a Satisfaction of Judgment, struck the Satisfaction of Judgment entered by TS, and denied Petitioner's Motion to Expunge the Lis Pendens. On April 18, 2003, the Court entered an Order to Dismiss (with prejudice) in 02-A-456868-C. On April 24, 2003, Petitioner filed a Motion for Reconsideration of the Court's order adding JOM and KC as the Plaintiffs, and for reconsideration of the striking of the Satisfaction of Judgment in 98-A-384255-C. On May 5, 2003, Dobberstein opposed Petitioner's Motion for Reconsideration. On May 9, 2003, Petitioner filed a Notice of Appeal relative to the

Court's substitution of Plaintiffs and order to strike satisfaction of judgment in 98-A-384255-C. On May 23, 2003, as a result of the Court's decision adding JOM and KC as Plaintiffs in 98-A-384255-C, JOM and KC were substituted as Plaintiffs in place of TS in 98-A-384255-C. On June 13, 2003, Petitioner filed a Complaint against Dobberstein and his law firm (Case No. 03-A-469187-C) alleging, *inter alia*, fraud and conspiracy regarding Dobberstein's claims that he represented TS in prior proceedings when, in fact, he actually represented JOM, KC and O'Meara. On July 3, 2003, Petitioner filed a Notice of Appeal in 02-A-456868-C. On July 7, 2003, Dobberstein filed a Motion to Dismiss in 03-A-469187-C. On July 14, 2003, Petitioner filed a Motion for Relief from Judgment in 02-A-456868-C. On July 23, 2003, Dobberstein filed an Opposition to Petitioner's Motion for Relief from Judgment in 02-A-456868-C. On Sept. 18, 2003, the Court denied Petitioner's Motion for Relief from Judgment in 02-A-456868-C. On Sept. 18, 2003, the Court granted Dobberstein's Motion to Dismiss without Prejudice in No. 03-A-469187-C. On Oct. 16, 2003, Petitioner filed a second Notice of Appeal in 02-A-456868-C. On Oct. 16, 2003, Petitioner filed a Notice of Appeal in No. 03-A-469187-C. Ultimately, the above referenced cases were consolidated by the Nevada Supreme Court on motion by Petitioner.

Appellate Court Proceedings

On Oct. 6, 2006, The Supreme Court of Nevada with no written decision containing a recitation of its analysis and findings denied the appeal of Petitioner. On Nov. 17, 2006, The Supreme Court of Nevada with no written decision containing a recitation of its analysis and findings

denied the reconsideration of appeal from Petitioner. On March 1, 2007, the Supreme Court of Nevada again with no written opinion denied the Petitioner's en banc reconsideration.

REASONS WHY CERTIORARI SHOULD BE GRANTED

Petitioner's civil rights were violated under the Bill of Rights, and the Fifth, Sixth and Fourteenth Amendments of the United States Constitution.

The Due Process clauses of the Fifth, Sixth and Fourteenth Amendments provide that Petitioner has a right to confront and defend himself against his accuser. That the Due Process that was denied to Petitioner challenges a policy or practice which can directly impact all citizens because this case involves significant liberties issues and myriad of issues of law the outcome of which affects the public policy.

Based upon over one hundred years of precedent in Nevada law, attorney Eric Dobberstein did not have the authority to enter the case on behalf of Transworld and all actions taken by him should be null and void. Dobberstein was not hired or authorized to bring suit on behalf of the Plaintiff or Party of Interest, Transworld. The decision of the lower court and the non-action by the Supreme Court of Nevada is contrary to prior, published opinions of the courts providing a Defendant the right to know and defend himself against a person who is suing him. Dobberstein, as an officer of the court, presented himself to the District Court as the attorney for a client, TS, a client who had not hired him and was not aware of his actions. Dobberstein

did this for two reasons: 1) to hide the fact that he was hired by O'Meara in violation of a Mutual Settlement Agreement and 2) because a new real party in interest could not file a lawsuit because the statue of limitations had expired. This violated Defendant (Petitioner) Rind's constitutional right to Due Process.

The Due Process Clause embodies a system of rights based on moral principles so deeply imbedded in the traditions and feelings of our country as to be deemed fundamental to a civilized society as conceived by our whole history. Due Process is that which comports with the deepest notions of what is fair and right and just. *Solesbee v. Balkcom,* 339 U.S. 9, 16 (1950) (Justice Frankfurter dissenting). When a decision is obtained by the presentation of testimony known by the prosecuting authorities to have been false or perjured, due process is violated. In *Transworld v. Rind*, the truth that Counsel Dobberstein represented client O'Meara and not Transworld, Defendant was deprived of liberty through a deliberate deception of court. Such a contrivance ... is as inconsistent with the rudimentary demands of justice as is the obtaining of a like result by intimidation. *Mooney v. Holahan,* 294 U.S. 103, 112 (1935). Furthermore, in *Brady v. Maryland,* 373 U.S. 83, 87 (1963), "the suppression by the prosecution of evidence favorable to an accused upon request violates due process ... " In *Transworld v. Rind*, there were numerous requests by the defense to Dobberstein, both in District Court and before other judicial representatives, to reveal the real identity of his true client, O'Meara.

Transworld's real attorney Michael H. Hamilton informed the Court via a hearing that Dobberstein did not, and never had, represented TS. An attorney who acts

without authority is a "stranger to the litigation." *Rahn v. Searchlight Mercantile Co.,* 56 Nev. 289, 49 P.2d 353 (1935). Actions by an attorney not authorized to represent a party may be voided. *Deros v. Stern,* 87 Nev. 148, 483 P.2d 648 (1971). Given the clear evidence that Dobberstein had no authority to act on behalf of TS, the District Court erred when it allowed Dobberstein to proceed in the case and obtained a judgment on behalf of Transworld without authority to stand.

Eric Dobberstein allowed his true client O'Meara to take actions aimed at deliberately violating the Settlement Agreement between the parties which precluded O'Meara from ever suing the Petitioner. These actions included Dobberstein falsely representing to the District Court that he represented Transworld. These actions and the errors committed by the District Court and not reversed by the Supreme Court of Nevada deny Petitioner his right to due process under the Fifth and Fourteenth Amendments of the Constitution of the United States.

Under the ancient rule of the common law, parties to actions were required to be present and prosecute or defend in person, and special authority was required from the crown to enable parties to appear by attorney. This rule was subsequently modified by statutes, and the right to appear by attorney was thereby recognized. In the earlier history of the practice under these statutes, attorneys were appointed orally in court. Afterwards they were appointed by warrant, and such warrant was required to be filed. The strictness of this rule has been gradually relaxed, until it is now well settled that an attorney appearing in an action will be presumed to have authority to so do, without warrant. *Harshey v. Blackmarr*, 20 Iowa 161 (1866). It was also the settled rule, under the old practice,

that where an attorney appeared for a Defendant in an action wherein a writ had not been served, without authority, the judgment against such Defendant was held to be regular unless it appeared there was fraud or collusion between the Plaintiffs and such attorney, or unless the attorney was unable to answer for damages to his assumed client. *Denton v. Noyes*, 5 Am. Dec. 237 (1810). The reason of this rule was well grounded. By licensing attorneys, the courts recommended them to the confidence of the public, and the opposite party who has concerns with an attorney in litigation should not be required to look beyond the attorney to his authority. The mere fact of his appearance was deemed sufficient for the adverse party and the court. This rule was somewhat modified by the court in *Denton v. Noyes, supra*, by allowing the Defendant to make a defense to the suit. Kent, Chief Justice, who rendered the opinion, gives the reason for such modification in observing that, "if there had been any collusion between plaintiff and attorney for the defendant, it would have altered the case . . . giving the defendant an opportunity to plead, if he has any plea to make, to the merits." It will thus be seen that *Denton v. Noyes* adopts the old rule with the modification, as above stated, and in subsequent cases involving a like question, this rule has been followed upon the principle of *stare decisis*, yet has been frequently pronounced as harsh. (*Meacham v. Dudley*, 6 Wend. 514 (1830); *Williams v. Van Valkenberg*, 16 Howard Pr. 144; *Allen v. Stone*, 10 Barb. 547 (1851); *Campbell v. Bristol*, 19 Wend. 101 (1838).) An examination of the authorities in other states will show that the harshness of the rule as laid down in *Denton v. Noyes, supra*, has been so modified that it is now the practice to relieve parties from judgments rendered against them in consequence of the acts of unauthorized attorneys without regard to the ability

of the attorney to respond to his assumed client for damages. (See *Harshey v. Blackmarr*, *supra*, and authorities therein cited.) We regard the reasoning and authorities in the case of *Harshey v. Blackmarr, supra*, as conclusive upon this point. (Citations in original.) *Stanton-Thompson Co. v. Crane*, 24 Nev. 171, 179, 51 P. 116 (1897).

An attorney who acts without authority is a "stranger to the litigation." *Rahn v. Searchlight Mercantile Co.*, 56 Nev. 289, 49 P.2d 353 (1935). Actions by an attorney not authorized to represent a party were voided in *Deros v. Stern*, 87 Nev. 148, 483 P.2d 648 (1971). . . . Stern learned of the judgment against him and employed counsel to challenge its validity. That counsel timely filed a motion to dismiss the complaint and to set aside the judgment on the ground that the court never acquired jurisdiction over Stern. That motion was granted and the judgment was ordered set aside and the complaint dismissed as to Stern. The order was based upon the court's conclusion that Stern was not served with process and had not authorized Finnegan to appear on his behalf. We are bound by the district court's determination of this point. *Stern* at 648. A foreign judgment in *Dutt v. Warren*, 94 Nev. 685, 585 P.2d 1344 (1978) was overturned after an assignee brought action to enforce a judgment against a judgment debtor when the Defendant claimed that she had never authorized the attorney representing her in a California court to serve as her attorney. See also *Gardner v. Associated Contractors*, 72 Nev. 1, 291 P.2d 105 (1956) (Court granted motion . . . to set aside general appearance as unauthorized.)

In the case at bar, Dobberstein never legally or factually represented TS, never submitted a substitution of attorney substituting himself for TS's attorney, repeatedly

lied to the Court and stated that he did represent TS when he did not, and became an advocate against TS in moving the District Court to quash Satisfaction of Judgment executed by TS, and generally working to defraud Petitioner, TS, and the District Court.

The fact that Dobberstein was never authorized to act on behalf of TS and that TS was the only Plaintiff in the Action until well after Satisfaction of Judgment had been entered, the case closed, and Notice of Appeal filed, cannot be disputed. Each time Dobberstein represented to the Court that he was "Eric Dobberstein on behalf of TS," or some variant thereof, Dobberstein lied.

The motives behind Dobberstein's fraud are obvious. Had Dobberstein admitted from the beginning that he represented O'Meara, JOM and KC and had Dobberstein properly substituted JOM and KC as Plaintiffs, (i) the terms of the "Mutual Settlement and Release of All Claims and Agreements to Indemnify" and (ii) the statute of limitations, would have precluded further prosecution of the Action.

The District Court had no authority to substitute Plaintiffs after judgment had been entered, after Satisfaction of Judgment had been executed, after Notice of Appeal had been filed, and after the District Court case had been closed.

It is well established law in Nevada that a debtor is not liable to the assignor and assignee of an account at the same time, and where the assignees have an undoubted right to sue, the assignor cannot maintain an action commenced in his own name. *Peck v. Dodds*, 10 Nev. 204 (1874). In the instant case, TS was the assignee and had the undoubted right to sue. JOM and KC, as assignors had

no right to maintain the Action. As a result, judgment was correctly entered in favor of TS. Judgment had been satisfied as to TS. Neither JOM nor KC ever substituted in as Plaintiffs, and now, JOM and KC, as assignors, claim that Petitioner also owes JOM and KC money. Such claim must be defeated on the basis of *Peck. Id.*

Extensive research, including a Lexis search, has revealed no Nevada Supreme Court case wherein Nevada Rules of Civil Procedure 25(c) has been defined, explained, or otherwise litigated. NRCP 25 is nearly identical in language and intent to Cal. Code Civ. Proc. §§ 368.5 which reads, "An action or proceeding does not abate by the transfer of an interest in the action or proceeding or by any other transfer of an interest. The action or proceeding may be continued in the name of the original party, or the court may allow the person to whom the transfer is made to be substituted in the action or proceeding." Assignment of one's interest in an action by transfer of interest such is not automatic. Defendant must be noticed of such assignment. *Hogan v. Black*, 66 Cal. 41, 4 P. 943 (1884), cited favorably by *Washoe County Bank v. Campbell*, 41 Nev. 153, 158, 167 P. 643, 645 (1917). Until the debtor receives notice of an assignment or until he has knowledge of such facts concerning the same as are sufficient to put him on inquiry, he may deal with the assignor as though no assignment had been made.

In any proceeding of a judicial character, one whose rights or interests may be affected by action against him therein is entitled to notice and an opportunity to be heard, and that a failure to accord him that right amounts to lack of due process of law. He is entitled to an opportunity to question the right of the party applying therefore to have an order for it at all, or whether the discretion of the

court should be exercised in his favor, because the granting of such an order rests in the sound discretion of the court (*Emerson v. McWhirter*, 128 Cal. 268, 60 Pac. 774 (1900)), and likewise is entitled to an opportunity to contest the facts upon which the motion or application for substitution are based. His substantial rights or interests may be vitally affected if substitution is made, or responsibilities and duties entailed upon him, and it is violative of fundamental principle that this may be done without any notice or opportunity given him to be heard in protection of his rights and interests. (Citation in original.) *Higgins v. Kay*, 168 Cal. 468, 472, 143 P. 710, 711 (1914). In the case at bar, the Plaintiff never noticed the Petitioner that a substitution was contemplated, neither JOM nor KC ever provided such notice, no hearing on the matter was ever held, the issue was never briefed, and no order of substitution has ever been entered herein.

Settlement made by the Defendants with the nominal Plaintiff, without notice, actual or constructive, of any assignment of the cause of action, was . . . valid . . . and his only remedy, under these circumstances, was against the Plaintiff in the action, and not against the Defendants. Nor did he have any attorney's lien for costs in the action, by which he could disturb the satisfaction of the demand and the cancellation of the assessment by the Plaintiff. *Hogan v. Black*, 66 Cal. 4, 4 P. 943, 944 (1884).

The District Court had no authority to strike the Satisfaction of Judgment herein for two reasons (i) there is no statutory authority authorizing the District Court to strike a Satisfaction of Judgment executed and filed by a Plaintiff, and (ii) Notice of Appeal had been filed herein, and the District Court was divested of jurisdiction in the Action. The Satisfaction of Judgment was executed herein

by TS. Dobberstein moved to strike said satisfaction of judgment and the District Court issued a decision wherein the Court ordered the Satisfaction of Judgment stricken. The District Court found authority for striking the Satisfaction of Judgment in NRS § 17.200 which states that a Satisfaction of Judgment may be entered in the Clerk's docket by the Judgment Creditor, or by the attorney, unless a revocation of his authority is previously filed. In fact, there is no requirement that a Satisfaction of Judgment be entered in the Clerk's docket at all. Pursuant to a plain reading of NRS § 17.200, either the client, or the client's attorney, unless said client's attorney's authority has been revoked by the client, may enter the Satisfaction of Judgment in the Clerk's Docket.

In the instant Action, attorney Michael Hamilton, executed and filed the Satisfaction of Judgment on behalf of TS. TS, as the "client" within the meaning of NRS § 17.200 had the authority to execute and enter the Satisfaction of Judgment on its own. Attorney Hamilton, whose authority had never been revoked by the client, also had the right to execute and file the Satisfaction of Judgment. Dobberstein, who never represented TS, had no authority to either issue or reject a Satisfaction of Judgment. Dobberstein had no standing in the Action whatsoever. Furthermore, the language relied upon by the District Court in NRS § 17.200 does not refer to the execution of a Satisfaction of Judgment, but only to the entering of same on the Clerk's docket.

Finally, Satisfaction of Judgment in the District Court case was executed and filed in both the District Court and the Nevada Supreme Court after Petitioner had filed a Notice of Appeal. Since jurisdiction of the Action had transferred to the Nevada Supreme Court, the District Court had lost any authority it may have previously had to

Strike the Satisfaction of Judgment. Any Motion by Dobberstein to cancel the Satisfaction of Judgment should have been filed in the Nevada Supreme Court.

The District Court had no authority to ignore the "Mutual Settlement and Release of All Claims and Agreements to Indemnify" between the parties. Summary judgment is only available to resolve issues of law where the facts are not in dispute. *Molino v. Asher,* 96 Nev. 814, 618 P.2d 878 (1980). In the case at bar, the "Mutual Settlement and Release of All Claims and Agreements to Indemnify" mentioned above, clearly states that while TS is free to pursue the instant Action, neither O'Meara, JOM, nor KC may do so. Once the District Court struck the Satisfaction of Judgment, and allowed JOM and KC to substitute as Plaintiffs herein, the "Mutual Settlement and Release of All Claims and Agreements to Indemnify" was violated, and based upon the terms of the "Mutual Settlement and Release of All Claims and Agreements to Indemnify," the District Court should not have allowed Judgment to stand.

SUMMARY OF ARGUMENT

The District Court erred by entering judgment against Petitioner when there were triable issues of fact. Summary Judgment is only appropriate where there is no genuine issue to any material fact and when the moving party is entitled to judgment as a matter of law. *Villascas v. CAN Ins. Cos.,* 109 Nev. 1075, 864 P.2d 288 (1993). The court's decision was prejudice by the foreign attorney Dobberstein who told the court that the TS checks were exempt from the settlement agreement. The District Court

erred by allowing the judgment to stand given the fact that Dobberstein did not represent Transworld. The court ignored the testimony of Mr. Hamilton, actual council for Transworld, who informed the court via a hearing that Dobberstein was a liar and that he never did, now or ever, represent Transworld. Given the clear evidence and admission by Dobberstein himself to the court that he represented JOM and O'Meara the court allowed Dobberstein to proceed in the case, to bring motions to strike the Satisfaction of Judgment, and to add two additional Plaintiffs which the court did violating the Petitioner's Constitutional right of Due Process as well as violating procedure for the courts of Nevada.

The District Court erred by allowing the judgment to stand given the fact that the settlement agreement precluded O'Meara from suing Petitioner. The Settlement Agreement specifically precluded O'Meara from becoming involved in Case No. A-384255-C: "It is further agreed that O'Meara will not inject himself, cooperate, or in any way become involved in the prosecution of the case numbered A384255 captioned as Transworld Systems, Inc. dba Credit Management Services as assignee of *JOM Enterprises, Inc., and Kerry Contractors, Inc., a corporation v. Maurice Rind* [Petitioner], individually . . . filed in the District Court of the State of Nevada." JOM Enterprises and Kerry Contractors are owned and operated by John and Agnes O'Meara. Allowing a judgment on behalf of JOM and Kerry Contractors flies in the face of the clear language prohibiting O'Meara from becoming involved "in any way" in Case No. A-384255-C. The foreign attorney Dobberstein finally admitted in court that it was O'Meara who hired him. This was a blatant violation of the settlement agreement and a violation of due

process that a Defendant has the right to confront his accuser.

The District Court erred when it allowed a change in Plaintiffs from Transworld to JOM Enterprises and Kerry Contractors, entities owned and operated by O'Meara and his wife after the appeal was filed to the Nevada Supreme Court in violation of the settlement agreement and due process. After the judgment was rendered and an appeal was filed, the District Court substituted the Plaintiffs in this case. "Jurisdiction in an appeal is vested solely in the Supreme Court until the remittitur issues to the District Court". *Trech v. Strong,* 4 Nev. 87, 91 (1968).

The District court erred when it stuck the Satisfaction of Judgment after the appeal was filed. This again violated the Petitioner's right of due process.

The foreign attorney Dobberstein took fraudulent actions in the District Court aimed at allowing his true client O'Meara to deliberately violate the Settlement Agreement, an agreement which precluded his client from ever becoming involved in the District Court case. These actions included falsely representing to the District Court that he, Dobberstein, represented Transworld, when in fact, Dobberstein represented O'Meara. In the case at bar, Petitioner was sued by the entity Transworld. The Plaintiff Transworld obtained a money judgment against Petitioner. Petitioner then settled the matter with Transworld and obtained a Satisfaction of Judgment from Transworld which was filed with the court. At this point the Petitioner considered the matters concerning the subject debt account closed. The District Court erred by ignoring the Settlement Agreement and, once a Satisfaction of Judgment and apology had been filed by the

Plaintiff Transworld for the Petitioner, allowed for a substitution of two additional parties. These two additional Plaintiffs, who later were substituted in the place and instead of Transworld, became Petitioner's judgment creditors, the court striking the Satisfaction of Judgment after an appeal had been filed. The District Court did not provide an opportunity for the Petitioner to litigate or defend against the claims of the parties who were substituted in as Plaintiffs and the judgment creditors after the final judgment had already been entered and the judgment had already been appealed. Petitioner was not made aware of the "true party in interest" until a final judgment was rendered. The action flies in the face of Petitioner's due process/civil rights under the United States Constitution and is contrary to public policy in Nevada and the United States.

CONCLUSION

The non-action by the Supreme Court of Nevada rewrites the Due Process of law in the United States. Based on the foregoing, Petitioner respectfully submits that this Petition for Writ of Certiorari should be granted. The Court may wish to consider summary reversal of the decision of the Supreme Court of Nevada.

Dated: May 30, 2007

Respectfully submitted,

MAURICE RIND
1000 N. Green Valley Parkway # 440-422
Henderson, NV 89074
Telephone: (702) 493-0468

Attorney: Pro Se

INDEX TO APPENDIX

FINAL Supporting Documents

Page

Supreme Court of Nevada Order of Affirmance, Oct. 6, 2006.....App. 1

Final Judgment by District Court, April 17, 2007.....App. 4

Supreme Court of Nevada Rehearing Denial, Nov. 17, 2006.....App. 8

Decision of Court Striking of Satisfaction of Judgment, March 31, 2003.....App. 10

Order Denying Defendant's Motion to Alter or Amend Judgment, October 15, 2002.....App. 16

Judgment by District Court, August 26, 2002.....App. 18

Decision of the District Court, Transworld is the Plaintiff, August 8, 2002.....App. 21

Supreme Court of Nevada En Banc Denial, Mar. 1, 2007.....App. 25

Minutes of Motion to District Court Denial of Stay of Execution, April 9, 2007.....App. 28

Mutual Settlement and Release of All Claims and Agreement to Indemnify, May 28, 1999.....App. 29

Satisfaction of Judgment by Plaintiff Transworld to Defendant Rind, December 4, 2002.....App. 40

Plaintiff Transworld Systems, Inc.'s Opposition to Motion to Strike of J.O.M. Enterprises, Inc. and Kerry Contractor, February 20, 2003.....App. 42

Substitution of Real Party in Interest, May 23, 2003...App. 50

IN THE SUPREME COURT OF THE STATE OF NEVADA

MAURICE RIND, Appellant, vs. TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES AS ASSIGNEE OF JOM ENTERPRISES, INC., A CORPORATION AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 40308
MAURICE RIND, Appellant, vs. JOM ENTERPRISES, INC., A CORPORATION, AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 41411
MAURICE RIND, Appellant, vs. JOHN O'MEARA, AN INDIVIDUAL; TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES; JOM ENTERPRISES, A CORPORATION; AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 41717

MAURICE RIND, AN INDIVIDUAL, Appellant, vs. JOHN O'MEARA, AN INDIVIDUAL; TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES; JOM ENTERPRISES, A CORPORATION; AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 42214
MAURICE RIND, AN INDIVIDUAL, Appellant, vs. ERIC DOBBERSTEIN, INDIVIDUALLY, AND DOBBERSTEIN & ASSOCIATES, A LAW FIRM, Respondents.	No. 42215

ORDER OF AFFIRMANCE

(Filed Oct. 6, 2006)

These are consolidated appeals from district court judgments concerning a negotiable instruments dispute and related matters. Eighth Judicial District Court, Clark County; Mark R. Denton, Judge.

We have comprehensively reviewed the record and briefs in this matter and conclude that any errors committed below do not merit reversal. In this, we note that this

matter was marked by unnecessary and prolonged procedural gambits that have consumed considerable judicial resources. Accordingly, we hereby

ORDER the judgments of the district court AFFIRMED.

/s/ Rose, C.J.
Rose

/s/ Gibbons, J.
Gibbons

/s/ Maupin, J.
Maupin

cc: Eighth Judicial District Court Dept. 11, District Judge
Eighth Judicial District Court Dept. 3, District Judge
Hon. Mark R. Denton, District Judge
Eric Dobberstein & Associates
Maurice Rind
JoNell Thomas
Clark County Clerk

ORDR
ERIC DOBBERSTEIN & ASSOCIATES
ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 003712
1399 Galleria Drive, Suite 201
Henderson, Nevada 89014
(702) 382-4002
Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC., d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC. a corporation and KERRY CONTRACTOR a corporation, Plaintiff v. MAURICE RIND, individually and DOES I through X, inclusive, Defendants	)	Case no. A384255 Dept. no. XVIII Date: April 9, 2007 Time: in chambers

ORDER GRANTING PLAINTIFFS' MOTION TO EXECUTE UPON SUPERSEDEAS BOND AND FOR ATTORNEY'S FEES, COSTS AND JUDGMENT

(Filed Apr. 17, 2007)

Plaintiffs, JOM Enterprises, Inc. and Kerry Contractors' Motion to Execute Upon Supersedeas Bond and For Attorney's Fees and Costs, having come on for hearing

before the above entitled Court, and the Court having read and reviewed the pleadings and papers on file herein, orders as follows:

IT IS HEREBY ORDERED that the Plaintiffs' Motion to Execute on the Supersedeas Bond and For Attorney's Fees and Costs is hereby granted.

IT IS FURTHER ORDERED that the Clerk is directed to execute and disburse such to JOM Enterprises, Inc. and Kerry Contractors immediately upon bond number 225602 with American Contractors Indemnity Company in the sum of $75,000.00 that was deposited on August 28, 2004. The Clerk may maintain a copy of the original in its file.

IT IS FURTHER ORDERED that the pre-appeal Judgment entered into on August 26, 2002 in the amount of $97,480.79 is hereby affirmed.

IT IS FURTHER ORDERED that the post-Judgment appellate attorney's fees in the amount of $55,720.00 is hereby awarded.

IT IS FURTHER ORDERED that the post-Judgment appellate costs in the amount of $3,793.63 is hereby awarded.

IT IS FURTHER ORDERED that the post-Judgment appellate interest in the amount of $41,878.20 is hereby awarded.

IT IS FURTHER ORDERED that the grand total Judgment JOM Enterprises, Inc. and Kerry Contractors shall have against Defendant, Maurice Rind is the amount of $198,972.62 and such shall be the final Judgment.

Dated this 13 day of April, 2007.

JAMES A. BRENNAN
DISTRICT COURT
JUDGE

Submitted by:
ERIC DOBBERSTEIN & ASSOCIATES

/s/ Eric Dobberstein
ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 003712
1399 Galleria Drive, Suite 201
Henderson, NV 89014
(702) 382-4002
Attorneys for Plaintiffs

IN THE SUPREME COURT OF THE STATE OF NEVADA

MAURICE RIND, Appellant, vs. TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES AS ASSIGNEE OF JOM ENTERPRISES, INC., A CORPORATION AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 40308
MAURICE RIND, Appellant, vs. JOM ENTERPRISES, INC., A CORPORATION, AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 41411
MAURICE RIND, Appellant, vs. JOHN O'MEARA, AN INDIVIDUAL; TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES; JOM ENTERPRISES, A CORPORATION; AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 41717

MAURICE RIND, AN INDIVIDUAL, Appellant, vs. JOHN O'MEARA, AN INDIVIDUAL; TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES; JOM ENTERPRISES, A CORPORATION; AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 42214
MAURICE RIND, AN INDIVIDUAL, Appellant, vs. ERIC DOBBERSTEIN, INDIVIDUALLY, AND DOBBERSTEIN & ASSOCIATES, A LAW FIRM, Respondents.	No. 42215

ORDER DENYING REHEARING

(Filed Nov. 17, 2006)

Rehearing denied. NRAP 40(c).

It is so ORDERED.

/s/ Rose, C.J.
Rose

/s/ Gibbons, J.
Gibbons

/s/ Maupin, J.
Maupin

cc: Eighth Judicial District Court Dept. 11,
District Judge
Eighth Judicial District Court Dept. 3, District Judge
Hon. Mark R. Denton, District Judge
Ghanem & Sullivan
Eric Dobberstein & Associates
Maurice Rind
JoNell Thomas
Clark County Clerk

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC., d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC., a corporation and KERRY CONTRACTOR, a corporation, Plaintiff(s), vs. MAURICE RIND,	CASE NO. A384255 DEPT. NO. XIII Date: February 24, 2003 Time: 9:00 a.m.

DECISION

(Filed Mar. 31, 2003)

THIS MATTER having come before the Court on February 24, 2003 for hearing on Defendant's Motion for a Court Order for Cancellation of a Notice of *Lis Pendens* and on the Motion to Strike Satisfaction of Judgment filed by "Plaintiffs," and the Court having reviewed the filings of the parties and considered the arguments of counsel and having taken the matter under advisement for further consideration;

AND, the Court having entered its Decision and Order of March 5, 2003, deciding to withhold expungement of the subject *lis pendens* pending further development of the law relative to satisfaction of judgments to be set forth in supplemental briefs solicited from the parties therein;

AND, the Court having now received and considered such supplemental briefs as have been received, and being now fully advised in the premises;

NOW, THEREFORE, the Court decides the submitted issues as follows:

It is indeed unfortunate that the issue of the relationship between the parties named in the "Plaintiff" portion of the caption that has been used in this case has not previously been clarified. Long ago, Mr. Dobberstein stepped in as attorney of record for the "Plaintiff" in the place of Mr. Blalock. The Court does not discern in the record any indication that Defendant ever questioned the right and authority of Mr. Dobberstein to proceed on behalf of the named "Plaintiff" or "Plaintiffs" until submitting the opposition to the motion to strike the satisfaction of judgment. Historically in this case, both Defendant and his counsel have dealt with Mr. Dobberstein as though he had authority to represent the party or parties owning the causes of action. For example, while papers filed by Mr. Dobberstein have repeatedly referred to himself simply as "Attorney for Plaintiff" (until, that is, this issue arose), filings by Defendant have themselves referred to "Plaintiffs" in the plural in the caption. (*See e.g.* "Defendant's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs and to Release Bond," filed September 18, 2002)

In fact, far from, informing the Court that it was his position that Transworld Systems owned the claim to the exclusion of JOM and Kerry Contractors, and that Mr. Dobberstein did not have authority to represent Transworld, Defendant took the totally inconsistent position that Transworld Systems did *not* own the claim. Thus, on July 31, 2002, Defendant filed "Defendant's Supplemental Opposition to Plaintiff's Motion for Summary Judgment; Request for Sanctions; and Defendant's Motion for Summary Judgment," on page 11 of which, lines 2 through 8, he stated the following:

> Therefore, Summary Judgment should be granted in favor of Defendant and against Plaintiffs regarding the *invalid assignment of JOM Enterprises' and Kerry Contractors' rights to Transworld,* thus barring Plaintiffs from pursuing this litigation. Or in the alternative, Summary Judgment should be granted in favor of Defendant and against Plaintiffs regarding the *invalid assignment* of Kerry Contractors' rights, executed by O'Meara, who has no authority to bind the corporation, thus barring Plaintiffs from collecting the alleged, monies owed by Defendant, on checks made payable to Kerry Contractors. (emphasis supplied.)

Moreover, even if Defendant were to contend that the Court's rulings against him on these contentions justified him in pursuing his rather clever attempt to deal with Transworld Systems separately and behind Mr. Dobberstein's back, this contention would hold no water in light of Defendant's own recognition that he was dealing with "Plaintiffs," not just one "Plaintiff." But, even so, the fact that Defendant knew that Mr. Dobberstein was the attorney of record for the "Plaintiffs" or the "Plaintiff," as the case may be, meant that he knew that Mr. Hamilton was *not* Transworld System's attorney of record in this case. Therefore, putting aside for now the various theories discussed by Messrs. Dobberstein and Hamilton in their supplemental briefs, the reality remains that Mr. Hamilton could not satisfy the judgment which is the subject of the motion to strike because he was not "the attorney" authorized pursuant to NRS 17.200 which, in context, refers to the attorney of record in the proceeding:

> NRS 17.200 Entry in docket. Satisfaction of a judgment may be entered in the Clerk's docket if an execution is returned satisfied, and if an

> acknowledgment of satisfaction is filed with the clerk, made in the manner of an acknowledgment of a conveyance of real property, by the judgment creditor, or by *the attorney, unless a revocation of his authority is previously filed* . . . (emphasis supplied)

In other words, one must look to the file of the Court that rendered the judgment to determine the attorney of record, and that is the file where any "revocation of authority" would be found. Here, at the time of the purported satisfaction, Mr. Dobberstein's name was reflected as attorney of record for Transworld Systems, and there was no revocation of his authority on file.

Based upon the foregoing, the Court answers the inquiries posed in its March 5, 2003 Decision and Order as follows:

1. The Court is in a position at this time to determine as a matter of law from the record who is the owner of the purportedly satisfied judgment. The Court's Decision of August 8, 2002 dealt with Plaintiffs in the plural. Counsel for Plaintiff was directed in such Decision (p. 3, lines 17-18) to submit a proposed judgment consistent with the Decision. Unfortunately, the form for the judgment submitted by Mr. Dobberstein and signed by the Court and entered on August 26, 2002 speaks in terms of "plaintiff" in the singular. In other words, it is not consistent with the Decision. In any event, on the face of the record, at this time, the owners of the judgment are the Plaintiffs, not just Plaintiff Transworld Systems. There very well may be equities claimed by the various plaintiff entities, but the point of the answer to this question at this juncture is that Transworld Systems is not the sole owner of the judgment on this record.

2. The Court is in a position at this time to determine as a matter of law from the record that Mr. Hamilton did not have authority to satisfy the judgment.

3. Although the first question posed is not answered in the negative, there may be need to determine the equities of the "plaintiffs" as previously stated, which may require resolution of factual issues.

4. As to the inquiry regarding application of the law to the facts of this case, any questions remaining relate to the rights of the respective parties named opposite Defendant in the caption.[1]

Finally, as the reason for allowing the *lis pendens* to remain was the need to protect the judgment lien in light of the wrinkle thrown into the situation by recordation of the purported satisfaction of judgment, the Court believes that any confusion caused by the recordation of such satisfaction justifies the continuation of the *lis pendens* until and unless it can be demonstrated that restoration of the judgment lien renders such continuation unnecessary.

Based upon the foregoing, the Court GRANTS the aforesaid Motion to Strike Satisfaction of Judgment and DENIES Defendant's Motion to Expunge the Lis Pendens, as well as his Countermotion to the Motion to Strike.[2]

---

[1] The Court intimates no opinion at this time on such issues.

[2] The Court derives authority to strike a wrongfully recorded satisfaction of judgment from the last sentence of NRS 17.200. If a motion to compel a satisfaction is authorized it is implicit that a motion to strike is also authorized.

Counsel for JOM and Kerry Contractors is directed to submit a proposed order consistent with the foregoing.[3]

This Decision sets forth the Court's reasoning on the subject and anticipates further order of the Court to carry it into effect.

DATED this 31st day of March, 2003.

/s/ Mark R. Denton
MARK R. DENTON
DISTRICT JUDGE

CERTIFICATE

I hereby certify that on the date filed, and as a courtesy not comprising formal written notice of entry, I placed a copy of this Decision in the attorney's folder in the Clerk's Office or mailed a copy to:

ERIC DOBBERSTEIN, ESQ.

EARLEY SAVAGE
Attn: Michael H. Hamilton, Esq.

HUTCHISON & STEFFEN, LTD.
Attn: Kevin A. Sprenz, Esq.

/s/ Lorraine Tashiro
LORRAINE TASHIRO
Judicial Executive Assistant
Dept. No. XIII

[3] In that there is now an apparent conflict of interest between Transworld Systems and JOM/Kerry Contractors, a withdrawal or substitution will likely have to be processed relative to Mr. Dobberstein's role *vis-a-vis* Transworld Systems.

ORDR
ERIC DOBBERSTEIN & ASSOCIATES
ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 003712
1399 Galleria Drive, Suite 201
Henderson, Nevada 89014
(702) 382-4002
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC., d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC., a corporation and KERRY CONTRACTOR, a corporation, Plaintiff v. MAURICE RIND, individually and DOES I through X, inclusive, Defendants	Case no. 98-A-384255-C Dept. no. XIII **ORDER DENYING DEFENDANT'S MOTION TO DEFENDANT'S MOTION TO ALTER OR AMEND JUDGMENT** Date: 10/07/02 Time: 10:25 a.m.

(Filed Oct. 15, 2002)

Defendant Maurice Rind's Motion to Alter or Amend Judgment having come on regularly for hearing before the above entitled Court, Eric Dobberstein, Esq., of the law firm of Eric Dobberstein & Associates, appearing on behalf of Plaintiff and Kevin Sprenz, Esq., appearing on behalf of Defendant, and the Court having read and reviewed the pleadings and papers on file herein, and having heard the

arguments of counsel, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED that Defendant's Motion to Alter or Amend Judgment is denied based upon Defendant's filing a Notice of Appeal and that jurisdiction for that issue lies with the Nevada Supreme Court.

IT IS FURTHER ORDERED that Defendant Maurice Rind is required to post the supersedeas bond to stay execution in the amount of $84,514.49 on or before October 14, 2002. The sum of $5,485.51 recovered under three Writs of Execution is to be held in trust by either the Clark County Sheriff's Department or in the trust account of Eric Dobberstein & Associates pending the appeal. If Defendant Maurice Rind fails to post the remaining balance of the supersedeas bond Plaintiff may continue with its execution of judgment.

The Court further advised it has taken the Motion for Attorney's fees and costs under submission.

Dated this 14 day of October, 2002.

MARK R. DENTON
DISTRICT COURT JUDGE

Submitted by:
ERIC DOBBERSTEIN & ASSOCIATES

/s/ Eric Dobberstein
ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 003712
1399 Galleria Drive, Suite 201
Henderson, NV 89014
(702) 382-4002
Attorneys for Plaintiff

JUDG
ERIC DOBBERSTEIN & ASSOCIATES
ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 003712
1399 Galleria Drive, Suite 201
Henderson, Nevada 89014
(702) 382-4002
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC., d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC. a corporation and KERRY CONTRACTOR a corporation, Plaintiff v. MAURICE RIND, individually and DOES I through X, inclusive, Defendants	Case no. 98- A-384255-C Dept. no. XIII Date: Time:

JUDGMENT

(Filed Aug. 26, 2002)

This matter having come on for hearing on May 28, 2002, on July 29, 2002, and August 5, 2002, and having been concluded and submitted to the Court, Eric Dobberstein, Esq., of the law firm of Eric Dobberstein & Associates appearing as counsel for Plaintiff, and Michael J. Amador, Esq., of the law firm of Michael J. Amador, Chtd., appearing as counsel for Defendant, Maurice Rind at the

hearing on May 28, 2002, and Kevin Sprenz, Esq., appearing on behalf of Defendant at the hearings on July 29, 2002, and August 5, 2002, and the Court having heard and considered the testimony and proof offered by the respective parties and arguments of the respective parties and the cause having been submitted to the Court for decision, the Court being fully advised in the premises, it is hereby

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff shall have and recover from Defendant, Maurice Rind, the sum of Sixty-one thousand, six hundred eight and no/100 Dollars ($61,608.00);

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall have and recover from Defendant interest at the statutory rate from the date of service of the Complaint, until paid in full;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall have and recover from Defendant a reasonable sum in the amount of $1250.84 as and for the costs incurred in the prosecution of this matter. and the Court will defer its ruling for any attorney's fees until such time as a separate hearing has been heard.

DATED this 23 day of August, 2002.

MARK R. DENTON
DISTRICT COURT JUDGE

Submitted by:

ERIC DOBBERSTEIN & ASSOCIATES

/s/ Eric Dobberstein

ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 003712
1399 Galleria Drive, Suite 201
Henderson, Nevada 89014
(702) 382-4002
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC., d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC. a corporation and KERRY CONTRACTOR a corporation, Plaintiff(s), vs. MAURICE RIND, Defendant(s).	Case no. A384255 Dept. no. XIII Date: August 5, 2002 Time: 9:00 a.m.

DECISION

(Filed Aug. 8, 2002)

THIS MATTER having come before the Court on August 5, 2002 for further proceedings on Plaintiffs' Motion for Summary Judgment, during which Defendant sought to assert his countermotion for summary judgment contained in his supplemental filing of July 31, 2002, and the Court having considered the papers submitted in connection with the motion and countermotion and heard the arguments proffered on behalf of the parties and then taken the matter under advisement for further consideration;

NOW, THEREFORE, the Court decides the submitted issues as follows:

In granting to Defendant further opportunity to respond to Plaintiffs' long-pending motion for summary judgment, the idea was that Defendant would be given

another chance to demonstrate to the Court that there are issues going to the indebtedness claimed. However, Defendant's supplement also raises the notion that Plaintiff Transworld Systems cannot rightfully claim to be an assignee as there was questionable authority on the part of the signatory of the assignments to make them. The Court does not consider that this contention creates genuine issues. In other words, Defendant has always maintained in this action that it is the amount claimed, and not the obligee, that presents issues for trial, and the Court deems that Defendant has recognized that Plaintiff Transworld may properly sue upon the claims. Moreover, Plaintiff has provided references in the record where Defendant has recognized that checks purportedly drawn on corporate accounts really represented his individual indebtedness. (*See e.g.* Reply to Defendant's Supplemental Opposition, p. 8, 11. 1-6.) Therefore, the countermotion is DENIED.

As to the motion, the Court agrees that Defendant is entitled to the benefit of the "slightest doubt." In this regard, the Court notes that this case originally involved Plaintiffs' claim for $143,008.00 which was partially resolved in a settlement agreement, leaving an amount allegedly claimed due in the $61,608.00 sum mentioned above referable to 10 specific checks not involving, and excluded from, the settlement. With that focus, there simply has been nothing proffered by Defendant apart from generalizations to show that the amounts claimed due on those checks are not due. While there may have been some rather lax business practices back and forth between Defendant and Plaintiff Transworld System's assignor(s), Defendant has not met his NRCP 56(e) burden to demonstrate that the various credits and offsets that he

claims were not taken care of in the settlement agreement regarding the Worldwide Collectibles situation. Accordingly, the Court GRANTS Plaintiffs' Motion for Summary Judgment except that the Court will not award the statutory penalties sought by Plaintiff at this time.[1]

Counsel for Plaintiffs is directed to submit a proposed order and summary judgment consistent with the foregoing.

This Decision sets forth the Court's intended disposition on the subject and anticipates further order of the Court to carry it into effect.

DATED this 8th day of August, 2002.

/s/ Mark R. Denton
MARK R. DENTON
DISTRICT JUDGE

CERTIFICATE

I hereby certify that on the date filed, I placed a copy of this Decision in the attorney's folder in the Clerk's Office or mailed a copy to:

ERIC DOBBERSTEIN, ESQ.

HUTCHISON & STEFFEN, LTD.
Attn: Kevin A. Sprenz, Esq.

[1] Plaintiffs have attached to their Reply to Defendant's supplemental opposition certain items which they contend bear upon Defendant's credibility. As the Court is not called upon to weigh evidence on a motion for summary judgment, it has not considered such items in deciding Plaintiff's motion.

/s/ Lorraine Tashiro
LORRAINE TASHIRO
Judicial Executive Assistant
Dept. No. XIII

IN THE SUPREME COURT
OF THE STATE OF NEVADA

MAURICE RIND, Appellant, vs. TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES AS ASSIGNEE OF JOM ENTERPRISES. INC., A CORPORATION AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 40308
MAURICE RIND, Appellant, vs. JOM ENTERPRISES, INC., A CORPORATION, AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 41411
MAURICE RIND, Appellant, vs. JOHN O'MEARA, AN INDIVIDUAL; TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES; JOM ENTERPRISES, A CORPORATION; AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 41717

MAURICE RIND, AN INDIVIDUAL, Appellant, vs. JOHN O'MEARA, AN INDIVIDUAL; TRANSWORLD SYSTEMS, INC., D/B/A CREDIT MANAGEMENT SERVICES; JOM ENTERPRISES, A CORPORATION; AND KERRY CONTRACTOR, A CORPORATION, Respondents.	No. 42214
MAURICE RIND, AN INDIVIDUAL, Appellant, vs. ERIC DOBBERSTEIN, INDIVIDUALLY, AND DOBBERSTEIN & ASSOCIATES, A LAW FIRM, Respondents.	No. 42215

ORDER DENYING EN BANC RECONSIDERATION

(Filed Mar. 01, 2007)

Having considered the petition on file herein, we have concluded that en banc reconsideration is not warranted. NRAP 40A. Accordingly, we

ORDER the petition DENIED.[2]

[2] The Honorables Ron Parraguirre and Michael L. Douglas, Associate Justices, did not participate in the decision of this matter.

/s/ Maupin, C.J.
Maupin

/s/ Gibbons, J.
Gibbons

/s/ Hardesty, J.
Hardesty

/s/ Cherry, J.
Cherry

/s/ Saitta, J.
Saitta

cc: Eighth Judicial District Court Dept. 11, District Judge
Eighth Judicial District Court Dept. 3, District Judge
Hon. Mark R. Denton, District Judge
Kathleen M. Paustian, Settlement Judge
Miles, Bauer, Bergstrom & Winters, LLP
Eric Dobberstein & Associates
JoNell Thomas
Clark County Clerk

District Case Inquiry – Minutes

Case	98-A-384255-C	**Status**	REOPENED
Plaintiff	Transworld Systems Inc	**Attorney**	Hamilton, Michael H.
Defendant	Rind, Maurice	**Attorney**	Palazzo, Timothy L.
Judge	Brenan, James	**Dept.**	18

Event 04/09/2007 at PLTF'S MTN TO EXECUTE ON THE SUPERSEDEAS BOND & ATTORNEY FEES & COSTS/63

Heard By Brennan, James

Officers Kristen Brown, Court Clerk

Parties	0001 – P1	Transworld Systems Inc	No
	0002 – D1	Rind, Maurice	No
	0003 – DB	Credit Management Services	No
	0004 – P	JOM Enterprises Inc	No
	0005 – P	Kerry Contractors Inc	No
	0006 – OP	Hutchison And Steffen	No

COURT ORDERED, Motion GRANTED; if deft. is requesting a stay of execution on the bond, the deft. will have to take that up with Federal Court.

Due to time restraints and individual case loads, the above case record may not reflect all information to date.

MUTUAL SETTLEMENT AND RELEASE OF ALL CLAIMS AND AGREEMENT TO INDEMNIFY

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledge, the undersigned parties do hereby fully release, remain, acquit and forever discharge the following named individuals and entities, including but not limited to MAURICE RIND, JACQUELINE JOYCE JANSEN, JOM ENTERPRISES, INC., KERRY CONTRACTORS, INC. JOHN P. O'MEARA, RICHMAN FINANCIAL SERVICES, INC., GUATEX FINE ART CORP., ORION ASSOCIATES, INC., AMERICAN PROFESSIONAL BILLIARDS, INC., WORLDWIDE COLLECTIBLES, INC., QUESTSTAR ENTERTAINMENT, INC., HARVEY GOLDHAMMER, JACK TALAN, JERRY BRAVERMAN, PETER HAUSER, BOB STANDER, DON MACKEY, DIANE MACKEY, SAM JONES, PRO BILLIARDS TOUR, INC., WORLD TEAM BILLIARDS, INC. and INTERNATIONAL PROFESSIONAL BILLIARDS, INC., from all known and unknown claims, demands, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of ever [sic] kind and nature whatsoever in law or in equity, or otherwise, under local, state or federal law, which they or their predecessors in interest ever had, now have, or which they, their heirs, executors, administrators, successors or assigns hereinafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the date of these presents, with respect to all claims the parties herein now have or ever have against each other, including all claims and counterclaims

arising out of or related to the parties' operation and dealings both business and personal with each other, respectively; and any and all actions, either criminal or civil, causes of action and suits for damages, at law and in equity, filed or otherwise, including without limitation claim for pain and suffering, mental anguish, emotional distress, medical expenses, loss of compensation, profits, interest and use, service, society, contribution and support, loss and diminishment of income or estate, cost and expenses, which each party now has or which each party may hereafter acquire, by reason of any loss or damage to any property right or rights, injures [sic] to any person or persons, or loss of any monies whatsoever as a result of any and all personal and business dealings of any kind with or between each other, with the exception of all cause of action between the parties in case originally filed as number A384255, captioned as TRANSWORLD SYSTEMS, INC. dba CREDIT MANAGEMENT SERVES [sic] as assignee of JOM ENTERPRISES, INC., a corporation and KERRY CONTRACTORS, INC. a corporation v. MAURICE RIND, individually and DOES I through X inclusive, consolidated with case number A371447 captioned as MAURICE RIND, and [sic] individual and JACQUELINE JOYCE JANSEN, and [sic] individual v. JOM ENTERPRISES, INC., a Nevada corporation.

IT IS FURTHER UNDERSTOOD AND AGREED AND MADE A PART HEREOF that the settlement and release of all claims herein is not, nor is it to be construed as, an admission of liability on the part of any release, and that it shall not be admissible in evidence in any suit or proceeding whatsoever as evidence or admission of any liability, but it is in compromise, settlement, accord and satisfaction and discharge of loss, damage, claims, actions,

causes of action, suits and liability which are each and all uncertain, doubtful and disputed.

IT IS FURTHER AGREED by the parties that they represent and warrant that neither of them has made any assignment of any right, claim, or cause of action covered by this Release to any other person, corporation, or other legal entity, except for JOM ENTERPRISES, INC., assignment to TRANSWORLD SYSTEMS, INC. dba CREDIT MANAGEMENT SERVICES of various cause of action contained within case numbered A384255.

IT IS FURTHER AGREED that the undersigned shall hold each other harmless and indemnify each of, from, for and against all loss, damage, costs and expenses, including attorney's fees and all other sums which each may hereinafter incur, pay, be required to become obligated to pay on account of any and every further, additional or other demand, claim or suit by or on behalf of any undersigned and the successors and assigns, subsidiaries and affiliated corporations, officers, directors, agents, employees, shareholders, and representatives, past and present, or any other person, firm or corporation for any loss or damage to any property or property right, by or on behalf of anyone claiming under rights derived from either of them, and arising out of or incidental to the matters to which this Release applies, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this Release or any part or provision of said Release for any reason whatsoever; the undersigned further agrees to hold each other harmless and indemnify each other of, from, for and against all claims, actions, causes of action and suits for damages, indemnification, or contribution, at law and in equity, filed or otherwise, which may be made or instituted by any person or entity, except for all legal

proceedings pursuant to case numbered A384255 captioned TRANSWORLD SYSTEMS, INC. dba CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC., a corporation and KERRY CONTRACTORS, INC., a corporation v. MAURICE RIND individually and DOES I through X, inclusive, which shall service this Release.

IT IS FURTHER AGREED that this Release is the entire, complete, sole and only understanding and agreement of, by and between the undersigned and each of them, pertaining to the subject matter expressed herein and there are no independent, collateral, different, additional or other understanding or agreements, oral or written, or obligations to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft, has been made or agreed upon by or on behalf of each, or any of them.

IT IS FURTHER AGREED by the parties that any party herein holding an interest in the note and deed of trust pertaining to the real property located at 3235 East Oquendo Avenue, Las Vegas, Nevada 89120, currently in escrow with Fidelity National Title Company, hereby unconditionally release such interest and that such note and deed of trust shall be and the same is hereby declared satisfied and further shall be considered null and void and shall have no further force or effect.

IT IS FURTHER AGREED that case numbered A384255 shall be severed, removed, separated, disassociated, unconsolidated, divided, detached and disjoined from case numbered A371447, and that the controversy, contention and cause of action captioned as TRANSWORLD

SYSTEMS, INC. dba CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC., a corporation and KERRY CONTRACTORS, INC., a corporation v. MAURICE RIND, individually and DOES I through X, inclusive, shall continue as though this Release was never executed until final determination by the appropriate court having jurisdiction over that said controversy so determines.

IT IS FURTHER AGREED that in consideration for the Release, KERRY CONTRACTORS, INC. will accept a total of Two Million (2,000,000) shares of WORLDWIDE COLLECTIBLE, INC. stock and will sell such shares to a willing buyer at a price of $.15 per share, for a total price of Three Hundred Thousand Dollars ($300,000.00), as and for full and final settlement of the dispute referenced herein.

Further, MAURICE RIND agrees to pay JOHN P. O'MEARA a total of Two Thousand Five Hundred dollars ($2,500.00) in return for Two Hundred Ten Thousand (210,000) shares of QUESTSTAR stock. MAURICE RIND also agrees to pay JOHN P. O'MEARA Five Hundred Dollar [sic] ($500.00) as interest. As such, MAURICE RIND will provide to JOHN P. O'MEARA a check for Three Thousand Dollars ($3,000.00) made out to ~~JOHN P. O'MEARA~~ [KERRY CONTRACTORS, INC. /s/ T[Illegible] AW]. JOHN P. O'MEARA represents he is authorized to accept such sum on behalf of KERRY CONTRACTORS, INC., (200,000 shares) and WILLIAM O'MEARA (10,000 shares) and for their respective tender, sale and assignment of such QUESTSTAR stock.

IT IS FURTHER AGREED that if the check to KERRY CONTRACTORS, INC., in the amount of Three

Hundred Thousand Dollars ($300,000.00) or the check to KERRY CONTRACTORS in the amount of Three Thousand Dollars ($3,000.00) are not honored by the bank for any reason, including insufficient funds or by reason of stopping payment, then this Mutual Settlement and Release will be void for want of consideration.

IT IS FURTHER AGREED that all of the undersigned acknowledge and understand that WORLDWIDE COLLECTIBLES, INC. stock may trade higher or lower than $.15 per share based on market price valuation. Notwithstanding such understanding JOM ENTERPRISES, INC. agrees to sell, assign and transfer Two Million (2,000,000) shares at a price of $.15 per share for a final equivalent value of Three Hundred Thousand Dollars ($300,000.00).

IT IS FURTHER AGREED that JACK O'MEARA will not inject himself, cooperate, or in any way become involved in the prosecution of the case numbered A384255 captioned as TRANSWORLD SYSTEMS, INC. dba CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC., a corporation and KERRY CONTRACTORS, INC., a corporation v. MAURICE RIND, individually and DOES I through X, filed in the District Court of the State of Nevada:

BY SIGNING THIS RELEASE THE UNDERSIGNED DOES THEREBY ACKNOWLEDGE AND WARRANT:

That said Release was first carefully read in its entirety by the undersigned and was and is understood and know to be a full and final compromise, settlement, release, accord and satisfaction and discharge of each of them as to all claims, actions and causes of action and suits, either criminal or civil, as above stated; that said Release was signed and executed voluntarily and without

reliance upon any statement or representation of or by any releases, or any representative, or agent of the same, concerning the nature, degree and extent of damage, loss or injures, or legal liability therefor, with the exception of that case numbered A384255 captioned as TRANS-WORLD SYSTEMS, INC. dba CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC., a corporation and KERRY CONTRACTORS, INC., a corporation v. MAURICE RIND, individually and DOES I through X, inclusive.

IT IS FURTHER AGREED that said Release contains the entire agreement of and between all of the parties mentioned therein, and that all of the terms and provisions of said Release are contractual and not a mere recital; that each undersigned is of legal age and capacity and competent to sign and execute said Release and accepts full responsibility therefor. The parties agree that should there be any dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This is of the essence regarding this Agreement.

The undersigned who are signing this Release in a representatives capacity on behalf of the corporate signatories hereto represent that they were duly authorized to execute this Release on said corporation's behalf.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND AGREEMENT AND FULLY UNDERSTANDS SAID RELEASE AND AGREEMENT.

READ and SIGNED this 28th day of May, 1999.

/s/ John P. O'Meara
~~JACK~~ [JOHN] O'MEARA, individually and as duly authorized representative of all other entities with which he is affiliated

/s/ John P. O'Meara
~~JACK~~ [JOHN] O'MEARA, individually and as duly authorized representative of JOM ENTERPRISES, INC. and all other entities with which he is affiliated

/s/ John P. O'Meara
~~JACK~~ [JOHN] O'MEARA, individually and as duly authorized representative of KERRY CONTRACTORS, INC.

/s/ Maurice Rind
MAURICE RIND, individually and as duly authorized representative of all entities with which he is affiliated

/s/ Jacqueline J. Jansen
JACQUELINE JOYCE JANSEN

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

/s/ Arlene Ross Goldman

[SEAL]
No: 98-36-17-1

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ARLENE ROSS GOLDMAN
My Appointment Expires
Feb. 1, 2002

On this 28th day of May, 1999, before me, the undersigned, a Notary Public, in and for said County and State, appeared MAURICE RIND, individually and as duly

authorized representative of all entities with which he is affiliated, known to me to be the identical person who executed the above and foregoing instrument, and who acknowledge to me that the same was freely and voluntarily, and for the uses and purposes therein set forth.

[SEAL]	SHANNON GEARING Notary Public – Nevada No. 98-4275-1 My appt. exp. Feb. 1, 2002

/s/ Shannon Gearing
NOTARY PUBLIC in and for said

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ___ day of ___, 1999, before me, the undersigned, a Notary Public, in and for said County and State, appeared JACQUELINE JOYCE JANSEN, individually, known to me to be the identical person who executed the above and foregoing instrument, and who acknowledged to me that the same was freely and voluntarily, and for the uses and purposes therein set forth.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 28th day of May, 1999, before me, the undersigned, a Notary Public, in and for said County and State,

appeared JACK O'MEARA, individually and as duly authorized representative of all entities with which he is affiliated, known to me to be the identical person who executed the above and foregoing instrument, and who acknowledged to me that the same was freely and voluntarily, and for the uses and purposes therein set forth.

[SEAL]

SHANNON GEARING
Notary Public – Nevada
No. 98-4275-1
My appt. exp. Feb. 1, 2002

/s/ Shannon Gearing
NOTARY PUBLIC in and for said County and State

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 28th day of May, 1999, before me, the undersigned, a Notary Public, in and for said County and State, appeared JACK O'MEARA, as duly authorized representative in JOM ENTERPRISES, INC., known to me to be the identical person who executed the above and foregoing instrument, and who acknowledged to me that the same was freely and voluntarily, and for the uses and purposes therein set forth.

[SEAL]

SHANNON GEARING
Notary Public – Nevada
No. 98-4275-1
My appt. exp. Feb. 1, 2002

/s/ Shannon Gearing
NOTARY PUBLIC in and for said
County and State

Mark A. Hutchison, Esq. (4639)
Kevin A. Sprenz (7924)
HUTCHISON & STEFFEN, LTD.
Lakes Business Park
8831 West Sahara Avenue
Las Vegas, Nevada 89117
Ph: (702) 385-2500
Fax: (702) 385-2086

Attorneys for Defendant
Maurice Rind

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC. d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC. a corporation and KERRY CONTRACTOR a corporation, Plaintiffs, vs. MAURICE RIND, individually and DOES I through X, inclusive Defendants.	Case No.: 98-A-384255-C Dept. No.: XIII SATISFACTION OF JUDGMENT

FOR AND IN JUST CONSIDERATION received, full satisfaction is hereby acknowledged of the Judgment entered in said action on the 28th day of August 2002, in favor of Plaintiff TRANSWORLD SYSTEMS, INC. d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC. and KERRY CONTRACTOR and against Defendant MAURICE RIND. I do hereby authorize and

direct the clerk of the above entitled Court to enter satisfaction of record of said Judgment.

DATED this 4 day of ~~November~~ [December] 2002.

EARLY [sic] SAVAGE

By: /s/ Michael Hamilton
Michael Hamilton, Esq.
Nevada Bar No. 7730
7251 West Lake Mead Blvd., #550
Las Vegas, Nevada 89128
Attorneys for Plaintiff

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

Michael Hamilton, Esq. has acknowledged to me that he is the attorney for the Plaintiff herein, has authority to acknowledge satisfaction of judgment as indicated above, and that he executed the above Satisfaction of Judgment.

/s/ Victoria J. Claiborn-Merrian 12/4/02
NOTARY PUBLIC in and for
said County and State

NOTARY PUBLIC
County of Clark-State of Nevada
[SEAL] VICTORIA J. CLAIBORN-MERRIAN
No. 00-65967-1
My Appointment Expires Sept. 28, 2004

OPPS
MICHAEL H. HAMILTON, ESQ.
Nevada Bar No. 7730
EARLEY SAVAGE
7521 W. Lake Mead Blvd, #550
Las Vegas, NV 89128
(702) 388-0113
Attorneys for Defendants
TRANSWORLD SYSTEMS, INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC. d/b/a CREDIT MANAGEMENT SERVICES as assignee of J.O.M. ENTERPRISES, INC. a corporation and KERRY CONTRACTOR a corporation, Plaintiffs, vs. MAURICE RIND, an individual and DOES I through X, inclusive Defendants.	Case No.: A384255 Dept. No.: XIII PLAINTIFF TRANSWORLD SYSTEMS, INC.'S OPPOSITION TO MOTION TO STRIKE OF J.O.M. ENTERPRISES, INC AND KERRY CONTRACTOR Hearing Date: 2/24/03 Hearing Time: 9:00 am

(Filed Feb. 20, 2003)

COMES NOW, PLAINTIFF TRANSWORLD SYSTEMS, INC., by and through its counsel of record of the law firm of EARLEY SAVAGE, and enters its Opposition to the Motion to Strike Satisfaction of Judgment filed by J.O.M. ENTERPRISES, INC AND KERRY CONTRACTOR, and requests an Award of Attorney's Fees and Costs, pursuant to the provisions of NRCP 37, and states:

This Opposition is made and based on the papers and pleadings on file herein, the points and authorities attached hereto and any argument of counsel which may be adduced at the time of hearing this matter, if any.

DATED this 19 day of February, 2003.

EARLEY SAVAGE

By: /s/ Michael Hamilton
MICHAEL H. HAMILTON, ESQ.
Nevada Bar No. 7730
EARLEY SAVAGE
7251 W. Lake Mead Blvd., #550
Las Vegas, NV 89128
(702) 388-0113
Attorneys for Defendants
TRANSWORLD SYSTEMS, INC.

POINTS AND AUTHORITIES

I. FACTS

JOM and Kerry entered in a contract with Transworld for debt collection services on March 12, 1997 (contract attached as Exhibit A). Under the terms of the contract, Transworld would send debt collection notices for a twenty-four period. The contract provided a "Guarantee" which provided for a refund price of the entire contract, or for the refund of the cash difference between the amount colleted and double the amount invested in the transmittals sent by Transworld. On that same date, JOM and Kerry also signed an Assignment Agreement (agreement attached as Exhibit B). This agreement details two different collection scenarios and fee agreements; one for those accounts paid within 90 days, and another for those accounts which require more than 90 days to collect. Section 13 of that agreement states:

> It is understood and agreed that the Phase II CMS Assignment Agreement may be terminated within five (5) working days following receipt of a written notice by either party. Said notice shall be sent by Certified or Registered mail. Any account which has previously been assigned to CMS prior to the effective termination of this Agreement will be governed by the appropriate collection agency licensing law.

JOM and Kerry assigned their rights to collect debts owed by Maurice Rind to Transworld by contract dated November 25, 1997 (assignment attached as Exhibit C). The actual Assignment document contains no reference to termination. Based on the language in the Assignment Agreement and the Assignment document, the assignment from JOM and Kerry to Transworld is still effective, as Transworld has never received the written notice required by the terms of the Assignment Agreement.

II. ARGUMENT

A MR. DOBBERSTEIN IS NOT AND HAS NEVER BEEN AN ATTORNEY FOR PLAINTIFF TRANSWORLD SYSTEMS, INC., NOR FOR ANY OTHER PARTY TO THIS LITIGATION, AND AS SUCH DOES NOT HAVE STANDING TO REQUEST THE COURT TO SET ASIDE THE SATISFACTION OF JUDGMENT ENTERED INTO BETWEEN PLAINTIFF TRANSWORLD SYSTEMS, INC., AND THE DEFENDANTS IN THIS MATTER.

Plaintiff TRANSWORLD SYSTEMS, INC. (Transworld) is the only Plaintiff in this litigation. As outlined above, in November, 1997, J.O.M. ENTERPRISES assigned collection of a debt of approximately $183,000 owed by DEFENDANT to Plaintiff TRANSWORLD SYSTEMS,

INC. (Transworld). This litigation was subsequently filed by the attorney for Plaintiff Transworld, which was initially represented in this litigation by Ed Blalock, Esq. JOM ENTERPRISES (JOM) and KERRY CONTRACTOR (Kerry) were never Plaintiffs in this matter. As a matter of fact, due to the existence of the Assignment outlined above, JOM and Kerry are currently not in a position to initiate litigation against Defendant, as their rights are assigned to Transworld. Mr. Blalock withdrew from his representation of Transworld, and Transworld subsequently hired EARLEY SAVAGE to undertake the representation. Transworld instructed Mike Hamilton, Esq., an attorney with EARLEY SAVAGE, to settle the instant litigation in conjunction with litigation initiated by the Defendant in this matter against Transworld. The satisfaction of judgment filed in this matter was part of a global settlement of the two matters.

Mr. Dobberstein has never represented Transworld, and his representations to the contrary are false. In several pleadings filed with this Court, Mr. Dobberstein has represented that he is the attorney for the "Plaintiff." Further, at the Supreme Court Mandatory Settlement Conference, Mr. Dobberstein indicated that he had represented Transworld in the past, and had been retained in this matter. The only Plaintiff in this matter is Transworld, which has never been represented by Mr. Dobberstein. Had Mr. Dobberstein's clients wanted to be acknowledged as Plaintiffs in this matter, they would have been required to terminate the Assignment which they entered into with Transworld, and Mr. Dobberstein should have then filed an amended complaint pursuant to NRCP 15. After these events had occurred, JOM and Kerry would have been Plaintiffs in the instant litigation. However,

without having performed those actions, JOM and Kerry are without the legal standing to act as Plaintiffs in this matter. As such, all the pleadings and documents filed by Mr. Dobberstein in this matter, including those attached as exhibits to the Motion to Strike, have been filed by a non-party to the litigation, and therefore should be given no effect.

JOM and Kerry state in their Motion that Transworld failed to provide them with notice of the Satisfaction of Judgment. However, JOM and Kerry are not parties to this litigation. Therefore, there was no requirement on the part of Transworld or the Defendant to provide such notice. JOM and Kerry also state that Transworld did not have the authority to enter into that Satisfaction on their behalf. However, as is demonstrated above, Transworld is the only party with the authority to act in this litigation, as Transworld has a fully enforceable Assignment of Rights, and it is the only properly named Plaintiff in this litigation. Transworld did not acknowledge the Satisfaction on behalf of JOM and Kerry, but on behalf of Transworld as the assignee of JOM and Kerry.

The fact that this Honorable Court has entered a judgment against Defendant on behalf of JOM and Kerry is due to the misrepresentations of Mr. Dobberstein regarding the status of the Plaintiffs in this matter.

B. Plaintiff's Reliance on the Affidavit of Greg McElroy Regarding the Terms of the Assignment is Misplaced, As Mr. McElroy is No Longer Employed by Transworld and is Not Testifying From Personal Knowledge Regarding the Events that have Transpired.

Plaintiff has attached an affidavit from Greg McElroy to support his contention that the assignment from JOM and Kerry to Transworld had expired. It should be noted by the court that Mr. McElroy was an employer of Transworld from February 28, 1997 through July 11, 1997 as an independent contractor and sales representative. However, his affidavit contains testimony regarding events well past his termination date, which he cannot testify to from personal knowledge. Further, his affidavit contains legal interpretations that Mr. McElroy is not qualified to offer, such as the interpretation that Jack O'Mera "was free to retain new counsel and pursue these debts against Maurice Rind," and that "as of March 10, 1999, Transworld Systems, Inc., no longer possessed any right to collect any sums from Maurice Rind," and "[t]hat as of March 10, 1999, JOM Enterprises, Inc. and Kerry Contractors were the sole Plaintiffs in the litigation filed in the Clark County, Nevada, Eighth Judicial District Court Case Nos. A384225 and A371447 (which cases were later consolidated into Case No. A384225.)" This affidavit was obviously prepared at the direction of Mr. Dobberstein. While Mr. McElroy was probably not aware that he was not qualified to offer testimony regarding the above topics, Mr. Dobberstein certainly was, yet he has still offered this affidavit to this Honorable Court as evidence in this matter. Mr. Dobberstein has also attempted to use this affidavit in correspondence to Defendant's counsel (See

attached correspondence to Kevin A. Sprenz, Esq., attached as Exhibit D).

C. TRANSWORLD SHOULD BE AWARDED ATTORNEY'S FEES FOR HAVING TO APPEAR AND OPPOSE THIS MOTION TO STRIKE

Transworld has communicated to Mr. Dobberstein on several occasions, including the Mandatory Settlement Conference, that he did not represent their interests in this litigation. However, Mr. Dobberstein continues to pursue this matter as if JOM and Kerry were the plaintiffs in this matter, without any evidence to support their claims. As such, Transworld has been forced to submit this Opposition and to take part in the hearing on this matter, and should be awarded appropriate attorney's fees as a result.

III. CONCLUSION

Plaintiff Transworld Systems, Inc., respectfully requests that this Honorable Court deny the motion of JOM and Kerry to Strike the Satisfaction of Judgment between Transworld and Defendant Rind, as JOM and Kerry are not Plaintiffs in this action and have assigned any rights they may have against Defendant to Transworld.

Dated this 19 day of February, 2003.

EARLEY SAVAGE

By: /s/ Michael Hamilton
MICHAEL H. HAMILTON, ESQ.
Nevada Bar No. 7730
EARLEY SAVAGE
7251 W. Lake Mead Blvd., #550
Las Vegas, NV 89128
(702) 388-0113
Attorneys for Defendants
TRANSWORLD SYSTEMS, INC.

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am an employee of EARLEY SAVAGE; that service of the foregoing OPPOSITION TO MOTION TO STRIKE OF J.O.M. ENTERPRISES, INC AND KERRY CONTRACTOR was made on the 19 day of February, 2003, by depositing a true copy of same in a sealed envelope, postage pre-paid, in the United States Mail, at Las Vegas, Nevada, addressed as follows:

Eric Dobberstein, Esq.
Dobberstein & Associates
1399 Galeria Drive #201
Henderson, NV 89014

/s/ [Illegible]
An Employee of
EARLEY SAVAGE

[Exhibits Omitted In Printing]

SUB
ERIC DOBBERSTEIN & ASSOCIATES
ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 003712
1399 Galleria Drive, Suite 201
Henderson, Nevada 89014
(702) 382-4002
Attorney for Plaintiffs
J.O.M. ENTERPRISES, INC. and
KERRY CONTRACTOR

DISTRICT COURT

CLARK COUNTY, NEVADA

TRANSWORLD SYSTEMS, INC. d/b/a CREDIT MANAGEMENT SERVICES as assignee of JOM ENTERPRISES, INC. a corporation and KERRY CONTRACTOR a corporation, Plaintiffs, v. MAURICE RIND, individually and DOES I through X, inclusive Defendant.	Case No.: 98-A-384255-C Dept. No.: XIII **SUBSTITUTION OF REAL PARTY IN INTEREST** Hearing Date: n/a Hearing Time: n/a

(Filed May 23, 2003)

COMES NOW Transworld Systems, Inc., dba Credit Management Services, by and through their attorney, David W. Newton, Esq., of EARLEY SAVAGE and JOM Enterprises, Inc. and Kerry Contractor, by and through their attorney, Eric Dobberstein, Esq. of ERIC DOBBERSTEIN & ASSOCIATES as Plaintiffs in the above-referenced case.

That as a result of the decision of this Honorable Court on the 31st day of March, 2003, Transworld does hereby desire and advises the Court that it is providing a Substitution of Real Party in Interest to clarify the Court record. Therefore, the undersigned parties, through their respective counsel hereby stipulate and agree and provide that Transworld is no longer a real party in interest in the above-referenced case, and that the sole and remaining Plaintiffs in this case are JOM Enterprises, Inc. and Kerry Contractor. Furthermore, the undersigned further represent and acknowledge to all parties that Transworld Systems, Inc. does not and shall not in the future have any interest in the Judgment that was obtained against Defendant in this matter on the 26th day of August, 2002. That the sole party in interest in having all rights to collect and satisfy the Judgment against Defendant RIND is JOM Enterprises, Inc. and Kerry Contractor.

IT IS FURTHER STIPULATED AND AGREED to that JOM Enterprises and Kerry Contractor will defend and indemnify TRANSWORLD SYSTEMS, INC., in any litigation arising from the facts and circumstances surrounding the collection of the debt at issue in this matter.

DATED this 14th day of May, 2003.

ERIC DOBBERSTEIN
& ASSOCIATES

By: /s/ [Illegible]
ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 3712
1399 Galleria Drive, Suite 201
Henderson, Nevada 89014
Attorney for Plaintiffs
J.O.M. ENTERPRISES, INC.
and KERRY CONTRACTOR

EARLEY SAVAGE

By: /s/ David Newton
DAVID W. NEWTON, ESQ.
Nevada Bar No. 7843
7251 W. Lake Mead Boulevard
#550
Las Vegas, Nevada 89128
Attorney for TRANSWORLD
SYSTEMS, INC. d/b/a CREDIT
MANAGEMENT SERVICES

ORDER

IT IS SO ORDERED.

DATED this 22 day of May, 2003.

MARK R. DENTON
DISTRICT COURT JUDGE

Submitted by:

ERIC DOBBERSTEIN & ASSOCIATES

By:/s/ Eric Dobberstein

ERIC DOBBERSTEIN, ESQ.
Nevada Bar No. 3712
1399 Galleria Drive, Suite 201
Henderson, Nevada 89014
Attorney for Plaintiffs
JOM ENTERPRISES, INC. and
KERRY CONTRACTOR